

RECEIVED

May 10, 2012

MAY 09 2012

*Hand-Delivered*

**PUBLIC SERVICE COMMISSION**

Mr. Darrell Nitschke  
Executive Director  
North Dakota Public  
Service Commission  
600 E. Boulevard, Dept. 408  
Bismarck, ND 58505-0480

In re: ONEOK Rockies Midstream, L.L.C.  
Stateline Natural Gas Liquids Pipeline Project  
Williams County  
Case No. PU-11-683  
Our File No. 72-530-001

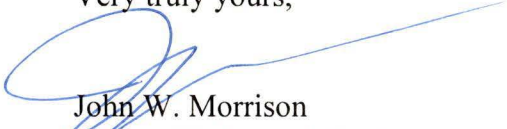
Dear Mr. Nitschke:

Please find enclosed for filing seven copies of the following:

1. North Dakota Department of Transportation Highway 2 Crossing Permit;
2. Williams County Road Crossing Permit;
3. Round Prairie Township Road Crossing Permit;
4. Hebron Township W-9;
5. State of North Dakota Easement;
6. Northern Border Crossing Permit.

If you have any questions, please let me know.

Very truly yours,

  
John W. Morrison  
cc: William McCarthy

**UTILITY OCCUPANCY APPLICATION AND PERMIT**

North Dakota Department of Transportation, Design Division  
SFN 7995 (Rev. 04-2011)

Document Number <u>71961</u>	(FOR STATE USE ONLY)	Permit Number <u>7-2-1.5449</u>
------------------------------	----------------------	---------------------------------

**APPLICANT INFORMATION**

Owner of Facility ONEOK Rockies Midstream LLC.		City Sidney	State MT	Zip Code 59207
Mailing Address 2700 Lincoln Ave SE			Telephone Number (406) 433-6410	
Owner's Agent Skip Evanson	City Dickinson	State ND	Zip Code 58601	Telephone Number (701) 566-3932
Owner's Contractor TBA	City	State	Telephone Number	

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 1.5449 End Ref. Point \_\_\_\_\_

Highway No. <u>2</u>	<input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	Lanes of traffic <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W	Begin <u>2403'</u> feet from reference marker <u>2</u>	
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	End _____ feet from reference marker _____	
<input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input checked="" type="checkbox"/> W from city of <u>Williston</u> or _____ miles from junction highway _____		

**TYPE OF FACILITY (Complete appropriate spaces only.)**

Description of Proposed Facility <u>10" Steel Pipeline</u>		
Size of Facility NA	Number of Cables	Length of Down Guys
Pipeline Pressure 1100 to 1400	Size of Casing NA	Length of Casing NA
Location of Pole(s)	Location of Appurtenances	Location - Others

**TERMS AND CONDITIONS:** Installation and maintenance of said facilities on highway right of way shall be subject to the North Dakota Department of Transportation's (NDDOT's) "A Policy for Accommodation of Utilities on State Highway Right of Way", current edition, and the following terms and conditions, attached hereto and made a part hereof.

- (A) Installation/maintenance of said facilities shall be done in a manner satisfactory to the NDDOT district engineer,
- (B) Owner shall notify the NDDOT district engineer forty-eight (48) hours prior to installing, maintaining, relocating, or removing said facilities. All disturbed areas shall be restored to their original condition in a manner satisfactory to the NDDOT district engineer.
- (C) The owner shall be required to wear an ANSI/ISEA 107-2004 Class II height visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
- (D) Owner shall repair or replace highway structures and appurtenances, and any existing facilities located on, over, or under highway right of way, which may be damaged as a result of the installation and maintenance of said facilities on highway right of way.
- (E) The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- (F) Owner shall promptly remove said facilities from highway right of way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by NDDOT.
- (G) NDDOT specifically reserves the right to revoke, or change the terms and conditions of, this Permit with or without cause and upon notice to the Owner.

(H) The Owner, for him or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person, on the grounds of race, color, national origin, sex, age, disability/handicap, or income status\*\*, shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, (3) that the Owner shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the NDDOT shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said Permit had never been made or issued.

\*\*The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

(I) The installation shall be completed on or before December 31, 20 12

3/6/2012 DATE Ship Ewanson OWNER'S SIGNATURE

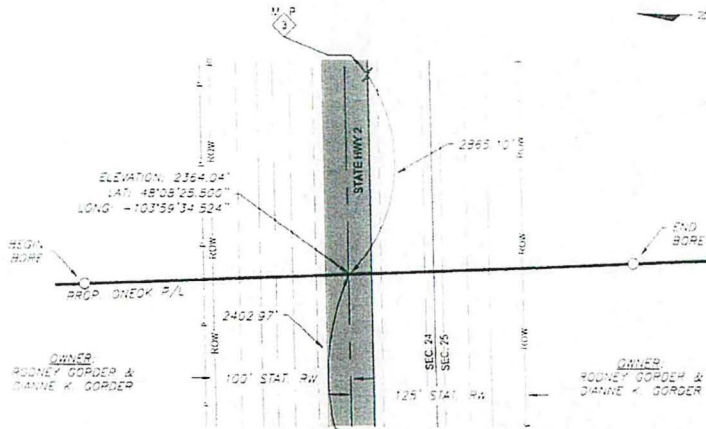
The Owner is hereby granted permission to install and maintain the facilities applied for, as shown on the plans attached hereto and made a part hereof. Approved by NDDOT this 12 day of MARCH, 20 12

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

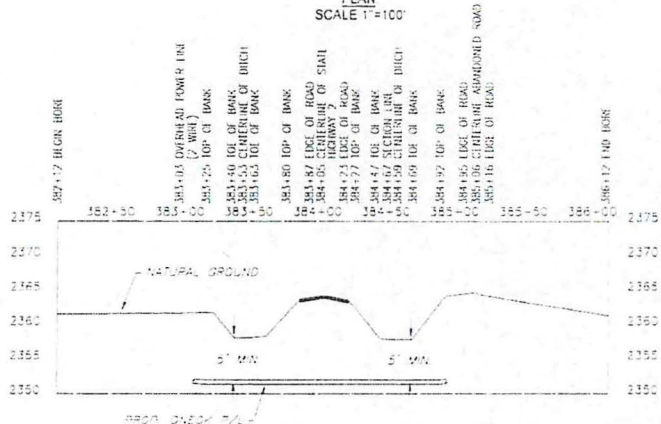
Walter A. Petersen  
DISTRICT ENGINEER (TYPE OR PRINT)

Walter A. Petersen  
SIGNATURE

**EXHIBIT "A"**  
**STATE HIGHWAY 2**  
 SEC 24, T154N-R104W  
 WILLIAMS COUNTY, NORTH DAKOTA



PLAN  
 SCALE 1"=100'



PROFILE  
 HORIZ SCALE 1"=100'  
 VERT SCALE 1"=20'

Prepared by: Golden Field Services, Inc.	Prepared for: ONEOK	DRAWN BY: KR CHECKED BY: C.N.	<p><b>A MAP SHOWING A          PROPOSED PIPELINE EASEMENT          PLAN AND PROFILE          STATE HIGHWAY 2          CROSSING          WILLIAMS COUNTY, NORTH DAKOTA</b></p>
PERMIT CROSSINGS      03/02/12			





# North Dakota Department of Transportation

Francis G. Ziegler, P.E.  
*Director*

Jack Dalrymple  
*Governor*

March 12, 2012

OneOK Rockies Midstream, LLC  
2700 Lincoln Ave. SE  
Sidney, MT 59270

Permit fee for Utility Permit:

71961 is \$100                      (\$100/crossing) or (\$200/mile along)

Thanks,

A handwritten signature in blue ink, appearing to read "Walter A. Peterson".

Walter A. Peterson, Williston District Engineer  
North Dakota Department of Transportation  
PO Box 698, Williston, ND 58801  
w-701.774.2710  
wpeterso@nd.gov

Williams County Highway Department

Invoice

PO BOX 1305  
Williston, ND 58802-1305

Phone # (701)577-4521 rhondaw@co.williams.nd.us  
Fax # (701)577-4292

Date	Invoice #
3/6/2012	2673

**Bill To**

ONEOK  
2700 LINCOLN AVE SE  
SIDNEY MT 59270

**Rep**

Quantity	Item Code	Description	Price Each	Amount
1	ROAD CROSSING FEE	PERMIT #11-2-07-372	250.00	250.00
		<p><i>Pd 250<sup>00</sup></i>  <i>CL# 81-29439</i>  <i>3/15/12</i></p> <p><i>Randy K. Woodrow</i></p>		
			<b>Total</b>	<b>\$250.00</b>



PERMIT NO. 11-2-67-372

**COUNTY ROAD CROSSING PERMIT**  
**FEE - \$250.00 PER PERMIT**

The Williams County Commission board, or its representative, hereby grants permission to ONEOK Rockies Midstream LLC.

whose address is 2700 Lincoln Ave SE Sidney, MT 59270

To place and bore a 10" steel pipeline.  
(place or bore)

through the county road driving surface and across the drainage ditches and right-of-way of County Highway No. 5A located between the following Township and Range sections:

*Round Prairie*  
~~Hebron~~ 154N 103W Sec 7:SW/4SE/4 to 154N 103W <sup>OR</sup> 5257NW  
18:NW/4NE/4 \_\_\_\_\_

---

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from crossing.

Applicant shall promptly remove said facilities from highway right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board or their

representative. The County shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

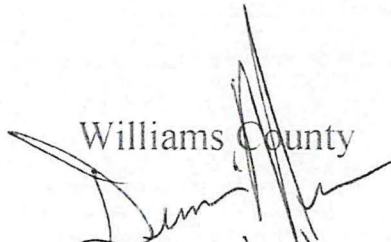
Applicant shall mark crossing site with post and sign on each side of roadway. Signs shall be placed on County right-of-way line.

Please notify County Highway as to when work will start and finish, (701)577-4521. The contractor MUST have a copy of the permit and the cross section on site at all times.

THERE IS TO BE NO DISTURBANCE OF ANY KIND IN THE COUNTY RIGHT-OF-WAY.

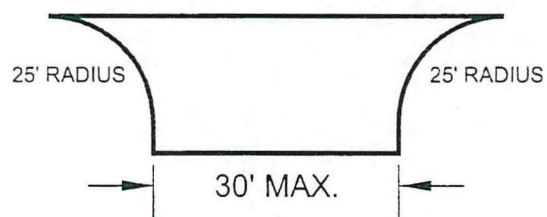
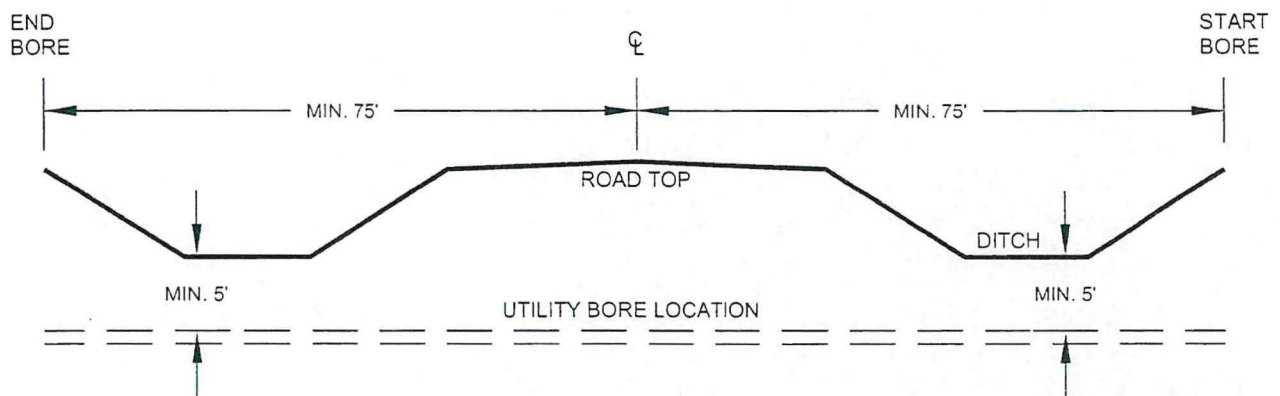
ONEOK Rockies Midstream LLC.  
Applicant

By: Skip Evanson

Williams County  
  
Date: 3/5/12


Phone 701-566-3932

# UTILITY CROSSING STANDARD DESIGN



## STANDARD APPROACH DESIGN

NOT TO SCALE

	Project: 09-2-5
	Date: 3-31-09
	Scale: 1"=1'

Williams County Highway Department

Invoice

PO BOX 1305  
Williston, ND 58802-1305

Phone # (701)577-4521 rhondaw@co.williams.nd.us  
Fax # (701)577-4292

Date	Invoice #
3/6/2012	2672

**Bill To**  
 ONEOK  
 2700 LINCOLN AVE SE  
 SIDNEY MT 59270

**Rep**  
 [Redacted]

Quantity	Item Code	Description	Price Each	Amount
1	ROAD CROSSING FEE	PERMIT #11-2-07-371  Pd 250 <sup>00</sup> CL# 81-29439 3/15/12  Rhonda K. Johnson	250.00	250.00
			<b>Total</b>	<b>\$250.00</b>



PERMIT NO. 11-2-07-371

**COUNTY ROAD CROSSING PERMIT**  
**FEE - \$250.00 PER PERMIT**

The Williams County Commission board, or its representative, hereby grants permission to ONEOK Rockies Midstream LLC.

whose address is 2700 Lincoln Ave SE Sidney, MT 59270

To place and bore a 10" steel pipeline.

(place or bore)

through the county road driving surface and across the drainage ditches and right-of-way of County Highway No. 5A located between the following Township and Range sections:

Round Prairie

~~Hebron~~ 154N 103W Sec 19:SW/4SW/4 to 154N 104W  
24:SE/4SE/4

---

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from crossing.

Applicant shall promptly remove said facilities from highway right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board or their

representative. The County shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

Applicant shall mark crossing site with post and sign on each side of roadway. Signs shall be placed on County right-of-way line.

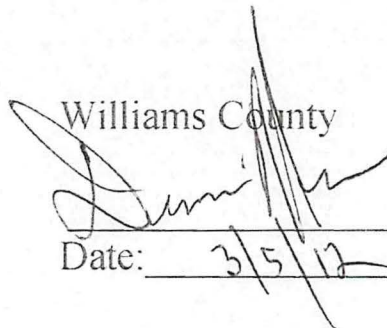
Please notify County Highway as to when work will start and finish, (701)577-4521. The contractor MUST have a copy of the permit and the cross section on site at all times.

THERE IS TO BE NO DISTURBANCE OF ANY KIND IN THE COUNTY RIGHT-OF-WAY.

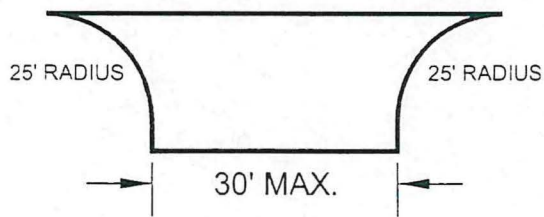
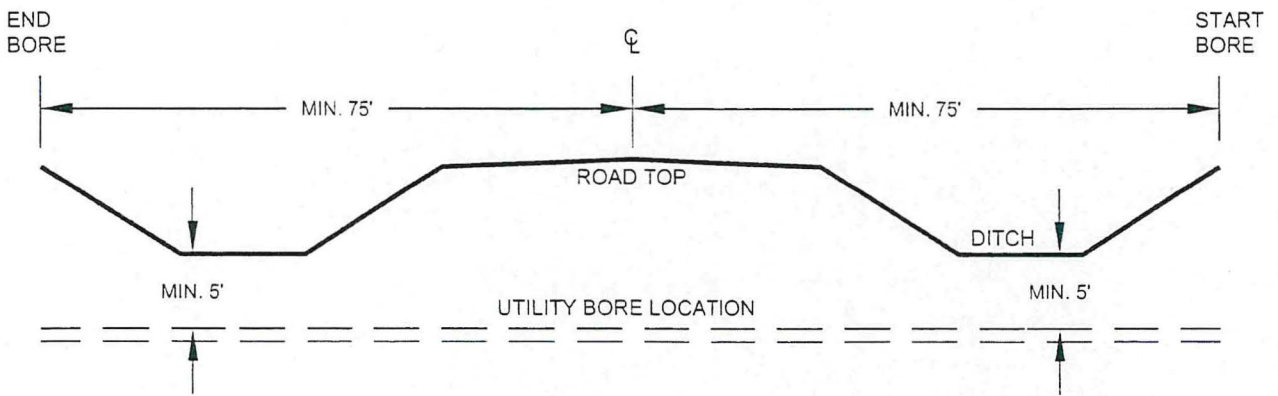
ONEOK Rockies Midstream LLC.  
Applicant

By: Skip Evanson

Phone 701-566-3932


Williams County  
  
Date: 3/5/12

# UTILITY CROSSING STANDARD DESIGN



## STANDARD APPROACH DESIGN

NOT TO SCALE

	Project: 09-2-5
	Date: 3-31-09
	Scale: 1"=1'

Williams County Highway Department

PO BOX 1305  
Williston, ND 58802-1305

Phone # (701)577-4521 rhondaw@co.williams.nd.us  
Fax # (701)577-4292

Date	Invoice #
3/6/2012	2671

Bill To
ONEOK 2700 LINCOLN AVE SE SIDNEY MT 59270

Rep

Quantity	Item Code	Description	Price Each	Amount
1	ROAD CROSSING FEE	PERMIT #11-2-07-370	250.00	250.00
		<i>PD 250.<sup>00</sup></i>		
		<i>CL# 81-29439</i>		
		<i>3/15/12</i>		
		<i>Rhonda K. Woodson</i>		
			<b>Total</b>	<b>\$250.00</b>



PERMIT NO. 11-2-07-370

**COUNTY ROAD CROSSING PERMIT**  
**FEE - \$250.00 PER PERMIT**

The Williams County Commission board, or its representative, hereby grants permission to ONEOK Rockies Midstream LLC.

whose address is 2700 Lincoln Ave SE Sidney, MT 59270

To place and bore a 10" steel pipeline.

(place or bore)

through the county road driving surface and across the drainage ditches and right-of-way of County Highway No. 5 located between the following Township and Range sections:

Hebron 155N 103W Sec 33:SW/4NW/4 to 155N 103W  
32:SE/4NE/4\_\_\_\_\_

---

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from crossing.

Applicant shall promptly remove said facilities from highway right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board or their

representative. The County shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

Applicant shall mark crossing site with post and sign on each side of roadway. Signs shall be placed on County right-of-way line.

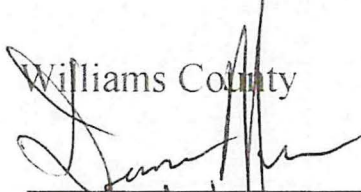
Please notify County Highway as to when work will start and finish, (701)577-4521. The contractor MUST have a copy of the permit and the cross section on site at all times.

THERE IS TO BE NO DISTURBANCE OF ANY KIND IN THE COUNTY RIGHT-OF-WAY.

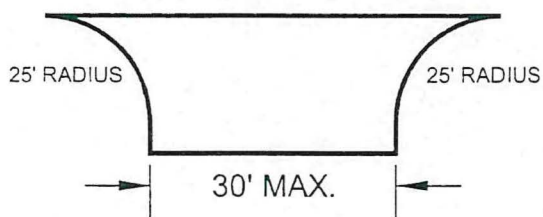
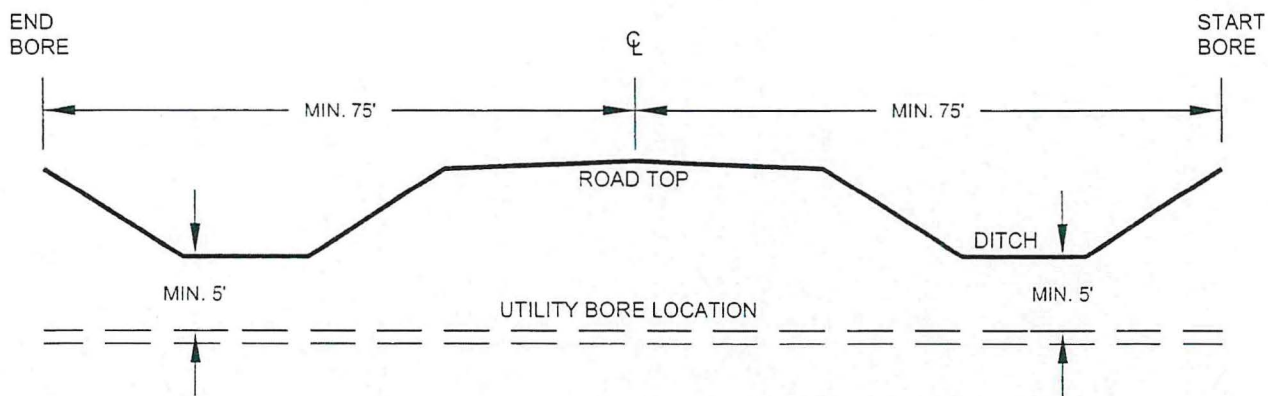
ONEOK Rockies Midstream LLC.  
Applicant

By: SkipEvanson

Phone 701-566-3932

Williams County  
  
Date: 3/5/12

# UTILITY CROSSING STANDARD DESIGN



## STANDARD APPROACH DESIGN

NOT TO SCALE

	Project: 09-2-5
	Date: 3-31-09
	Scale: 1"=1'

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

PERMIT NO. 22

**TOWNSHIP ROAD CROSSING PERMIT  
FEE - \$250.00 PER PERMIT**

The Round Prairie Township board, or its representative, hereby grants permission to ONEOK Rockies Midstream, LLC, whose address is 2700 Lincoln Avenue SE, Sidney, MT 59270, to (place and bore) a(n) ten-inch (10") natural gas steel pipeline through the Township road driving surface and across the drainage ditches and right-of-way of the Graded Gravel Road located between the following Sections, Township and Range :

**T154N-R103W, Section 5, to 6,  
Round Prairie Township, Williams County, ND.**

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from its crossing.

Should it be necessary for road improvement purposes, Applicant shall promptly remove said facilities from Township right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board. The Township shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

Applicant shall mark crossing site with post and sign on each side of roadway.

No pipeline work across graded, graveled Township roads shall begin until both and or all parties involved have signed the necessary paperwork and returned the signed papers to each other.

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

All North Dakota Century Codes shall be followed.

**Please notify Township as to when work will start and finish,  
at (701) 875-4207 or (701) 875-4278. The contractor MUST have a  
copy of the permit and the cross section on site at all times.**

**ONEOK Rockies Midstream, LLC**  
Applicant

By: Skip Evanson

Skip Evanson  
Contract Landman

**Round Prairie Township**

By: Chavell Schell  
Supervisor  
Township Representative

Phone: 701-566-3932

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

PERMIT NO. 23

**TOWNSHIP ROAD CROSSING PERMIT  
FEE - \$250.00 PER PERMIT**

The Round Prairie Township board, or its representative, hereby grants permission to ONEOK Rockies Midstream, LLC, whose address is 2700 Lincoln Avenue SE, Sidney, MT 59270, to (place and bore) a(n) ten-inch (10") natural gas steel pipeline through the Township road driving surface and across the drainage ditches and right-of-way of the Graded Gravel Road located between the following Sections, Township and Range :

**T154N-R103W, Section 6: SW/4SE/4, to 7: NW/4NE/4, 53<sup>rd</sup> ST NW  
Round Prairie Township, Williams County, ND.**

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from its crossing.

Should it be necessary for road improvement purposes, Applicant shall promptly remove said facilities from Township right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board. The Township shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

Applicant shall mark crossing site with post and sign on each side of roadway.

No pipeline work across graded, graveled Township roads shall begin until both and or all parties involved have signed the necessary paperwork and returned the signed papers to each other.

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

All North Dakota Century Codes shall be followed.

Please notify Township as to when work will start and finish,  
at (701) 875-4207 or (701) 875-4278. The contractor MUST have a  
copy of the permit and the cross section on site at all times.

ONEOK Rockies Midstream, LLC

Applicant

By: Skip Evanson

*Skip Evanson*

Contract Landman

Round Prairie Township

By: *Charles Schillo*

Supervisor

Township Representative

Phone: 701-566-3932

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

PERMIT NO. 24

**TOWNSHIP ROAD CROSSING PERMIT  
FEE - \$250.00 PER PERMIT**

The Round Prairie Township board, or its representative, hereby grants permission to ONEOK Rockies Midstream, LLC, whose address is 2700 Lincoln Avenue SE, Sidney, MT 59270, to (place and bore) a(n) ten-inch (10") natural gas steel pipeline through the Township road driving surface and across the drainage ditches and right-of-way of the Graded Gravel Road located between the following Sections, Township and Range :

**T154N-R103W, Section 18: SE/4SE/4, to 19: NE/4NE/4, 51<sup>st</sup> ST NW  
Round Prairie Township, Williams County, ND.**

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from its crossing.

Should it be necessary for road improvement purposes, Applicant shall promptly remove said facilities from Township right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board. The Township shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

Applicant shall mark crossing site with post and sign on each side of roadway.

No pipeline work across graded, graveled Township roads shall begin until both and or all parties involved have signed the necessary paperwork and returned the signed papers to each other.

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

All North Dakota Century Codes shall be followed.

**Please notify Township as to when work will start and finish,  
at (701) 875-4207 or (701) 875-4278. The contractor MUST have a  
copy of the permit and the cross section on site at all times.**

**ONEOK Rockies Midstream, LLC**  
Applicant

By: Skip Evanson

Skip Evanson  
Contract Landman

**Round Prairie Township**

By: Chavell Schell  
Supervisor  
Township Representative

Phone: 701-566-3932

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

PERMIT NO. 25

**TOWNSHIP ROAD CROSSING PERMIT**  
**FEE - \$250.00 PER PERMIT**

The Round Prairie Township board, or its representative, hereby grants permission to ONEOK Rockies Midstream, LLC, whose address is 2700 Lincoln Avenue SE, Sidney, MT 59270, to (place and bore) a(n) ten-inch (10") natural gas steel pipeline through the Township road driving surface and across the drainage ditches and right-of-way of the Graded Gravel Road located between the following Sections, Township and Range :

**T154N-R104W, Section 25: SE/4SE/4, to 36: NE/4NE/4, Section line  
Round Prairie Township, Williams County, ND.**

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from its crossing.

Should it be necessary for road improvement purposes, Applicant shall promptly remove said facilities from Township right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board. The Township shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

Applicant shall mark crossing site with post and sign on each side of roadway.

No pipeline work across graded, graveled Township roads shall begin until both and or all parties involved have signed the necessary paperwork and returned the signed papers to each other.

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

All North Dakota Century Codes shall be followed.

**Please notify Township as to when work will start and finish,  
at (701) 875-4207 or (701) 875-4278. The contractor MUST have a  
copy of the permit and the cross section on site at all times.**

**ONEOK Rockies Midstream, LLC**  
Applicant

By: Skip Evanson

*Skip Evanson*  
Contract Landman

**Round Prairie Township**

By: *Chauell Schillb*  
*Supervisor*  
Township Representative

Phone: 701-566-3932

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

PERMIT NO. 26

**TOWNSHIP ROAD CROSSING PERMIT  
FEE - \$250.00 PER PERMIT**

The Round Prairie Township board, or its representative, hereby grants permission to ONEOK Rockies Midstream, LLC, whose address is 2700 Lincoln Avenue SE, Sidney, MT 59270, to (place and bore) a(n) ten-inch (10") natural gas steel pipeline through the Township road driving surface and across the drainage ditches and right-of-way of the Graded Gravel Road located between the following Sections, Township and Range :

**T154N-R104W, Section 36: NW/4NW/4, to 35: NE/4NE/4, Section  
line**

**Round Prairie Township, Williams County, ND.**

Applicant shall be responsible to leave site in same condition as before crossing was made and repair any damages resulting from its crossing.

Should it be necessary for road improvement purposes, Applicant shall promptly remove said facilities from Township right-of-way, or shall relocate or adjust said facilities, at its sole cost and expense when requested to do so by the Board. The Township shall not be held liable for damage to said facilities located within the public right-of-way resulting from reconstruction or maintenance of the highway.

Applicant shall mark crossing site with post and sign on each side of roadway.

**ROUND PRAIRIE TOWNSHIP  
ROAD CROSSING PERMIT**

No pipeline work across graded, graveled Township roads shall begin until both and or all parties involved have signed the necessary paperwork and returned the signed papers to each other.

All North Dakota Century Codes shall be followed.

**Please notify Township as to when work will start and finish, at (701) 875-4207 or (701) 875-4278. The contractor MUST have a copy of the permit and the cross section on site at all times.**

**ONEOK Rockies Midstream, LLC**  
Applicant

By: Skip Evanson

*Skip Evanson*  
Contract Landman

**Round Prairie Township**

By: *Chauell Schell*  
Supervisor  
Township Representative

Phone: 701-566-3932

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Hebron Township	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee	
	<input checked="" type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.) 14954 57 ST NW		Requester's name and address (optional)
City, state, and ZIP code Williston, ND 58801		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																							
Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px;">7</td> </tr> </table>	9	0	-	0	1	7	1	5	8	7
9	0	-	0	1	7	1	5	8	7														
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																							

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ <i>Mr. Floyd Miller, Hebron Township Chairman</i> Date ▶ <i>3-28-2012</i>

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

STATE OF NORTH DAKOTA  
BOARD OF UNIVERSITY AND SCHOOL LANDS

The State of North Dakota acting through the Board of University and School Lands (GRANTOR), in consideration of \$24,474.50, which has been received, conveys to Oneok Rockies Midstream, LLC, 2700 Lincoln Avenue SE, Sidney, Montana 59270-8819 (GRANTEE), an easement to construct, operate, maintain and remove one 10-inch diameter steel gas transmission pipeline with the right of ingress and egress, over certain land in the N2 of Section 36, T154N, R104W, Williams County, North Dakota, hereafter referred to as the "easement area", which is a strip of land 33.0 feet wide, 16.5 feet on each side of the following described centerline:

NE4: Beginning at a point on the north line of the NE4 of said Section 36, said point being S89°14'41"W a distance of 148.98 feet from the northeast corner of the NE4 of said Section 36; thence S00°40'47"E a distance of 76.00 feet; thence S89°14'41"W a distance of 2492.90 feet to a point on the west line of said NE4 of said Section 36, said point being S87°35'49"W a distance of 2643.07 feet from the northeast corner of the NE4 of said Section 36, said point also being the Point of Terminus. The centerline is 2,568.90 feet or 155.69 rods long, and the easement area contains 1.95 acres, more or less. The easement area is further described and illustrated in Exhibit "A1" which is attached to and is a part of this easement.

NW4: Beginning at a point on the east line of the NW4 of said Section 36, said point being N45°06'12"E a distance of 3678.84 feet from the southwest corner of the NW4 of said Section 36; thence S89°14'41"W a distance of 2641.89 feet to a point on the west line of said NW4 of said Section 36, said point being N00°47'50"W a distance of 2562.07 feet from the southwest corner of the NW4 of said Section 36, said point also being the Point of Terminus. The centerline is 2,641.89 feet or 160.11 rods long, and the easement area contains 2.00 acres, more or less. The easement area is further described and illustrated in Exhibit "A2" which is attached to and is a part of this easement.

1. GRANTEE may also temporarily use an additional 17.0 feet of temporary right of way on the working side of the gas transmission pipeline as a construction right of way. This construction right of way shall be subject to the topsoil reservation and reclamation provisions of this easement and must be abandoned upon the completion of construction and reclamation.
2. The top of the gas transmission pipeline must be buried at least 36 inches below the ground's surface.
3. GRANTEE may install the following described appurtenance(s) upon the surface or at a depth less than 36 inches: N/A. For this/these additional appurtenance(s), GRANTEE has paid N/A as further consideration. GRANTEE shall, when necessary, protect all above ground appurtenances with a fence adequate to prevent livestock access and shall paint all above ground structures; except wire fences, anchors, guy wires, steel towers, and wood poles; with earth tone colors.
4. If construction of the gas transmission pipeline is not completed within one year after GRANTOR signs this easement, this easement automatically terminates.
5. GRANTEE shall make a satisfactory settlement with the surface tenant for damage to seeded annual crops, fences or other improvements owned by the tenant, caused by construction, operation, maintenance or removal of the gas transmission pipeline and shall notify the surface tenant of the construction schedule at least one week before construction.
6. GRANTEE, or its agent, shall have a legible copy of this easement with them on site for reference during construction, operation, maintenance or reclamation and shall present the copy upon GRANTOR's request.
7. This easement is subject to all of the GRANTOR's existing rights and privileges.



8. If, prior to or during construction, archeological or paleontological items are discovered or such items are disturbed, GRANTEE shall cease construction activities immediately. GRANTEE shall then promptly notify GRANTOR and must not resume construction until written approval is given by GRANTOR.
9. GRANTEE shall, prior to construction, maintenance or removal, reserve the top 12 inches of soil from areas subject to topsoil and subsoil mixing. The reserved soil must be stockpiled to minimize wind and water erosion. Upon completion of construction, and maintenance or removal, GRANTEE shall promptly reclaim the disturbed area. It must be recontoured to conform to the adjacent natural topography, rocks exposed by excavation must be hauled off or reburied on the property, the reserved soil must be evenly respread over the disturbed area, and the entire disturbed area must be revegetated with a mixture of native perennial grasses as shown in Exhibit "B". Reclamation is not complete until rocks are removed from the surface, erosion is controlled and the surface is revegetated with a mixture of native perennial grasses.
10. GRANTEE shall implement reasonable measures to prevent accelerated erosion. If an erosion problem develops, GRANTEE shall promptly take the necessary actions to correct it and shall repair any erosion damage.
11. GRANTEE shall not discharge oil, gas liquids, salt water, or any other hazardous liquids or toxic substances onto the right-of-way or land adjacent to the right-of-way. All discharges of oil, gas liquids, salt water, or other hazardous liquids or toxic substances shall be stopped as soon as possible after discovery and acted upon immediately to halt movement of such discharges. Any such discharges shall be reported immediately to the GRANTOR. The GRANTEE shall then restore the affected area as closely as possible to its original condition.
12. GRANTEE shall control all noxious weeds in the easement area.
13. GRANTEE may cut or trim trees and shrubs, but only to the extent they interfere with or endanger the operation or maintenance of the gas transmission pipeline.
14. GRANTEE shall maintain the natural water flow and drainage.
15. GRANTEE shall take necessary precautions to prevent fires. In the event of a fire caused by the GRANTEE or its agent, GRANTEE shall compensate the GRANTOR's surface lessee(s) for their losses including forage, crop and any other losses; and shall compensate GRANTOR for any loss it suffers due to the fire.
16. GRANTEE shall conduct all activities associated with the gas transmission pipeline in a manner that avoids the degradation of air, land, and water quality and that protects the area's visual resources.
17. GRANTOR reserves the right to use the easement area and to allow others to use the easement area for purposes compatible with GRANTEE's use. If someone other than GRANTOR uses the easement area in a manner inconsistent with GRANTEE's use, GRANTOR is not liable or responsible.
18. Through this easement, GRANTEE is not acquiring any subsurface interest. Subsurface interests include, but are not limited to oil, gas, coal, cement materials, sodium sulfate, sand and gravel, scoria, road material, building stone, chemical substances, metallic ores, uranium ores, or colloidal or other clays. If any subsurface interest is or will likely be excluded from mining or development because of the presence of this easement or the gas transmission pipeline allowed by this easement, or if the location of the gas transmission pipeline interferes or will likely interfere with the mining or development of subsurface interests outside of the easement area, this easement will terminate. GRANTOR will give GRANTEE at least sixty (60) days prior written notice of this easement's termination under this paragraph. If GRANTEE wishes to have the gas transmission pipeline relocated within the tract and if GRANTOR determines that a suitable location exists within the tract, GRANTOR agrees to grant a new easement for such relocated gas transmission pipeline without additional compensation, but GRANTEE shall bear all relocation costs.



**EASEMENT: Gas Transmission Pipeline**

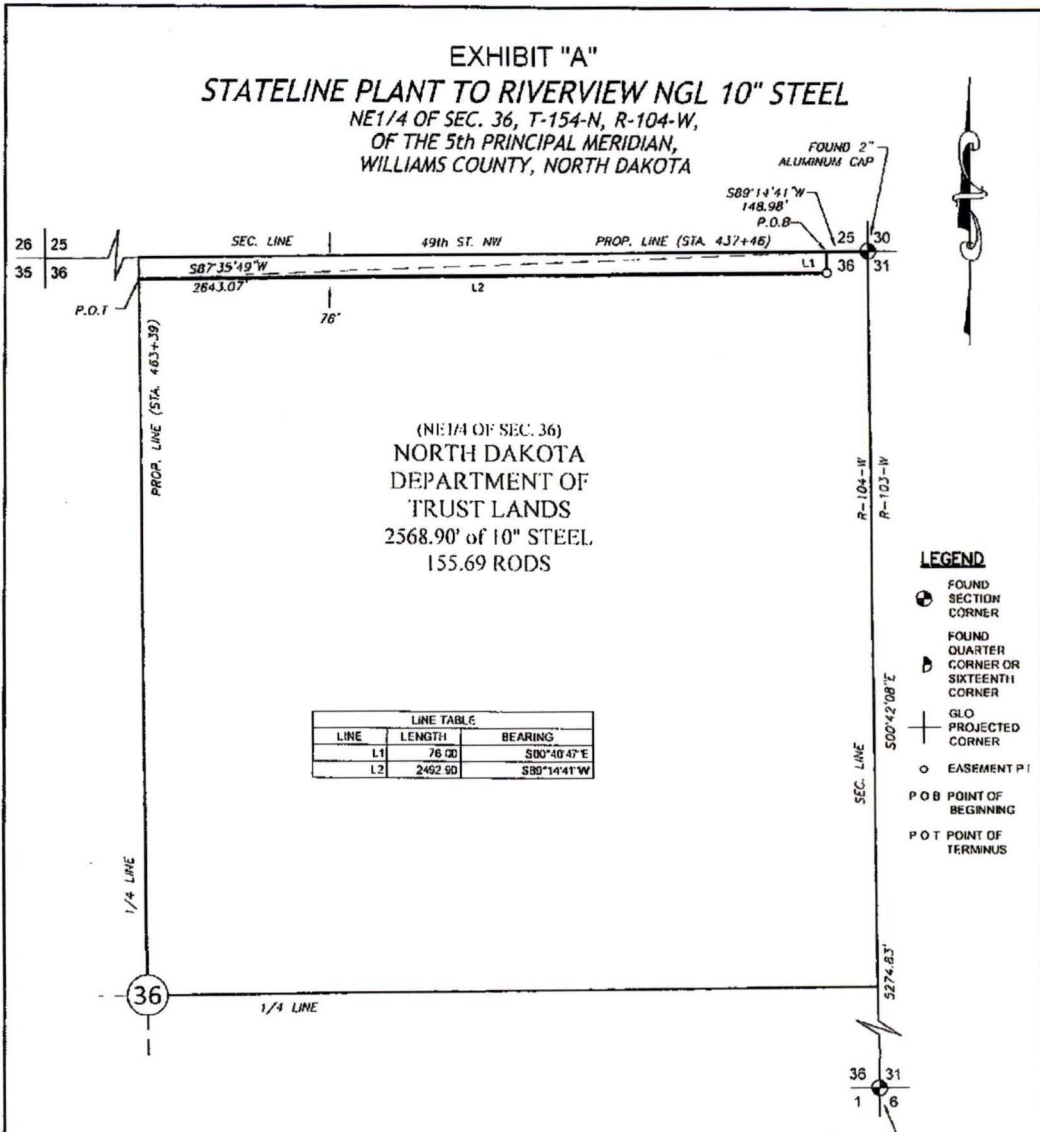
**ROW #6015 (Pg 3)**

19. If GRANTOR determines at any time during the existence of the easement, that the easement negatively interferes with or affects in any manner and to any extent the marketability, market value, development, or the value for development of state-owned land in Section 36, T154N, R104W, Williams County, GRANTOR may take any one of the following actions. One, terminate this easement. Two, require GRANTEE at GRANTEE'S expense to move the gas transmission pipeline to another location within the affected tract, if it is determined by the GRANTOR that a suitable location exists within the tract. Three, require GRANTEE to compensate GRANTOR, at the amount set by the GRANTOR, for the loss GRANTOR incurs because of the easement's presence. The rights given in this paragraph are personal to the GRANTOR and only the GRANTOR may exercise them.
20. GRANTEE agrees to defend, indemnify and hold harmless GRANTOR from any claims by any person that are in any way related to GRANTEE's use of the easement area, including all costs, expenses, and attorney fees that in any manner result from or arise out of this agreement. It is GRANTEE's exclusive right and responsibility to construct, maintain, and remove the gas transmission pipeline. GRANTEE further accepts liability and indemnifies GRANTOR, and its officers and employees, from all costs, expenses and attorneys fees incurred in establishing and litigating the indemnification coverage provided above. The legal defense provided by GRANTEE to the GRANTOR under this paragraph must be free of any conflicts of interest, even if this requires GRANTEE to retain separate legal counsel for GRANTOR. The obligations of this paragraph shall continue after this agreement terminates.
21. Any fixtures, structures, installations or facilities constructed or installed by GRANTEE, are the property of GRANTEE and may be removed by GRANTEE at any time.
22. GRANTEE shall remove all improvements, both above ground and underground, from the easement area when the easement is abandoned or in any other way terminated, unless authorized to do otherwise in writing by GRANTOR.
23. This easement shall be a covenant running with the land and shall be binding on the heirs, successors, and assigns of the parties hereto.
24. This easement is subject to all existing easements and nothing in this easement supersedes any rights previously granted.
25. GRANTOR neither warrants nor agrees to defend title to the easement area.
26. This easement is also subject to the conditions in Exhibits "A1-A2" & "B" which are attached and made a part of this easement.





EXHIBIT "A"  
STATELINE PLANT TO RIVERVIEW NGL 10" STEEL  
NE 1/4 OF SEC. 36, T-154-N, R-104-W,  
OF THE 5th PRINCIPAL MERIDIAN,  
WILLIAMS COUNTY, NORTH DAKOTA



LINE TABLE		
LINE	LENGTH	BEARING
L1	76.00	S00°10'47" E
L2	2462.90	S89°14'41" W

- LEGEND**
- FOUND SECTION CORNER
  - FOUND QUARTER CORNER OR SIXTEENTH CORNER
  - ⊕ GLO PROJECTED CORNER
  - EASEMENT P.I.
  - P.O.B. POINT OF BEGINNING
  - P.O.T. POINT OF TERMINUS

**LEGAL DESCRIPTION**

AN EASEMENT BEING A STRIP OF LAND 33.00 FEET WIDE, 16.50 FEET ON EACH SIDE OF A LINE SITUATED IN THE NE 1/4 OF SEC. 36, TOWNSHIP 154 NORTH, RANGE 104 WEST, OF THE 5TH PRINCIPAL MERIDIAN, WILLIAMS COUNTY, STATE OF NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NE 1/4 OF SAID SECTION 36, SAID POINT BEING S 89°14'41" W A DISTANCE OF 148.98 FEET FROM THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 36; THENCE S 00°10'47" E A DISTANCE OF 76.00 FEET; THENCE S 89°14'41" W A DISTANCE OF 2492.90 FEET; TO A POINT ON THE WEST LINE OF SAID NE 1/4 OF SAID SECTION 36, SAID POINT BEING S 87°35'49" W A DISTANCE OF 2643.07 FEET FROM THE NORTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 36, SAID POINT ALSO BEING THE POINT OF TERMINUS.

SAID EASEMENT CONTAINS 2568.90 FEET IN LENGTH, 155.69 RODS, & 1.95 ACRE MORE OR LESS.

**STATEMENT OF SURVEYOR**

JERRY L. JEFFRIES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, EMPLOYED BY BEARPAW ENERGY TO PREPARE A MAP DESCRIBING AN EASEMENT CENTERLINE FOR PIPELINE PURPOSES AS SHOWN ON THIS MAP AND DESCRIBED ON EXHIBIT "A", STATE THAT THE SURVEY OF SAID WORK WAS MADE UNDER MY SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THE MONUMENTS FOUND ARE AS SHOWN. ALL OTHER CORNERS ARE PROJECTED FROM RECORD.

**NOTES**

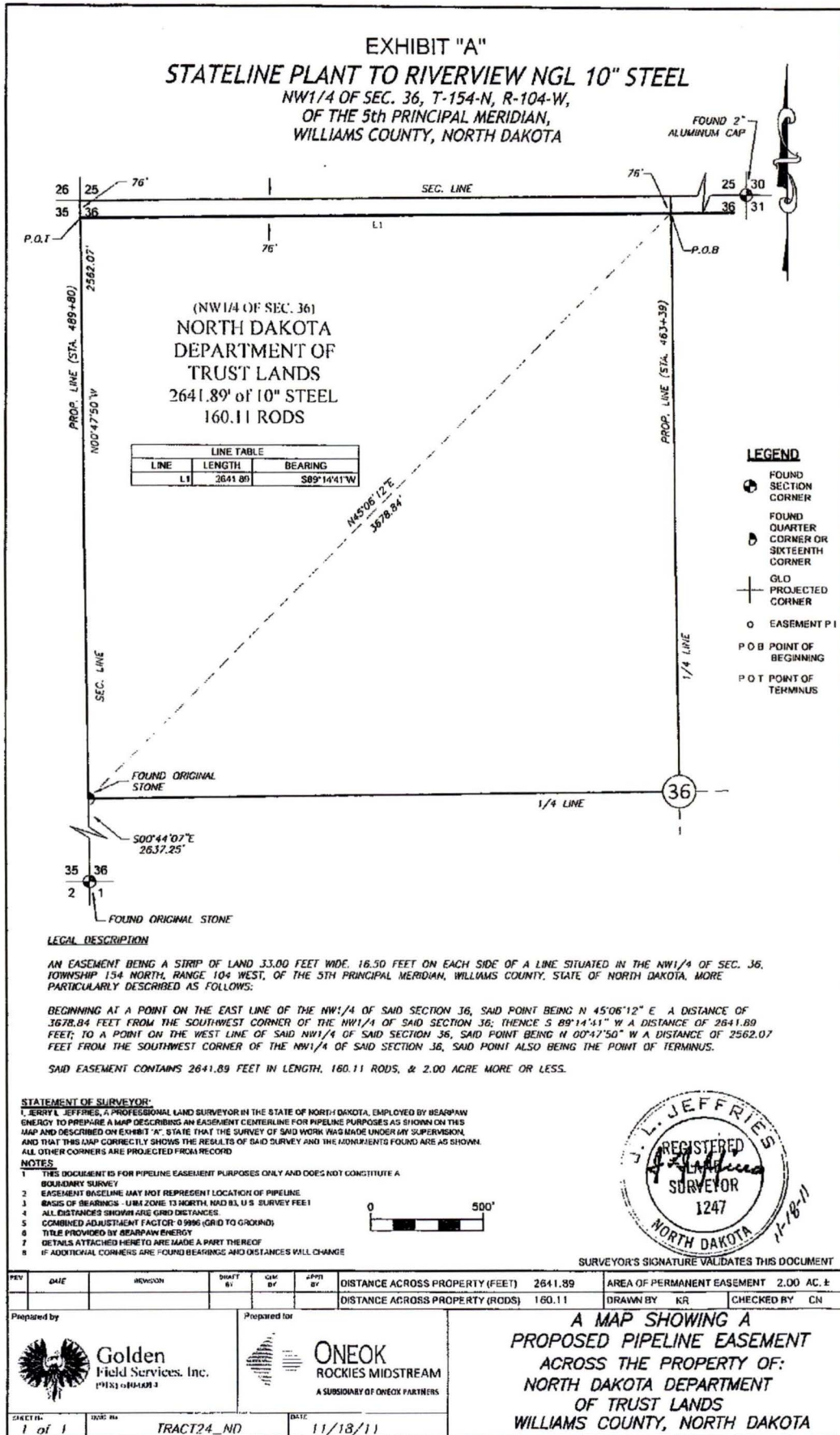
- THIS DOCUMENT IS FOR PIPELINE EASEMENT PURPOSES ONLY AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
- EASEMENT BASELINE MAY NOT REPRESENT LOCATION OF PIPELINE.
- BASIS OF BEARINGS - UTM ZONE 13 NORTH, NAD 83, U.S. SURVEY FEET.
- ALL DISTANCES SHOWN ARE GRID DISTANCES.
- COMBINED ADJUSTMENT FACTOR 0.996 (GRID TO GROUND).
- TITLE PROVIDED BY BEARPAW ENERGY.
- DECATS ATTACHED HERETO ARE MADE A PART HEREOF.
- IF ADDITIONAL CORNERS ARE FOUND BEARINGS AND DISTANCES WILL CHANGE.



REV	DATE	REVISION	DRAWN BY	CHEK BY	APPR BY	DISTANCE ACROSS PROPERTY (FEET)	2568.90	AREA OF PERMANENT EASEMENT	1.95 AC. ±
						DISTANCE ACROSS PROPERTY (RODS)	155.69	DRAWN BY	KR
								CHECKED BY	CN
Prepared by		Prepared for		<p>A MAP SHOWING A PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY OF: NORTH DAKOTA DEPARTMENT OF TRUST LANDS WILLIAMS COUNTY, NORTH DAKOTA</p>					
SHEET No	1 of 1	TRACT23_ND	DATE	11/18/11					

*MSK*

ROW #6015  
Exhibit "A2"



NORTH DAKOTA  
BOARD OF UNIVERSITY & SCHOOL LANDS  
ND Department of Trust Lands

Native Grass Seeding Specifications

<u>Species</u>	<u>lbs.</u> <u>PLS*/acre</u>
Western wheatgrass	8
Slender wheatgrass	5
Green needlegrass	4
Side-oats grama	<u>2</u>
	19

\*PLS - Pure Live Seed (based on 50 PLS/sq. feet)

1. The seed bed should be firmly packed (footprints left in the soil should be less than 1/2 inch deep).
2. An early spring seeding (before May 24th) is preferred. A dormant fall seeding (after October 20th) is acceptable.
3. A cover crop of oats at 10 lbs. PLS/acre must be seeded on the disturbed area.
4. A drill designed specifically for native grass seeding will give the best seeding results. The seed should be planted at a depth of 1/2 to 1 inch. Precaution must be taken not to plant the seed too deeply in the soil or poor germination will result.
5. On areas where equipment cannot be used, broadcast seed and rake or drag to cover seed. Where seed is broadcast, double the seeding rate.
6. Use only North Dakota certified seed.

**CAUTION:** Be sure to clean out the drill before seeding to avoid any contamination with smooth brome grass or crested wheatgrass that may remain in the drill from previous use on private land. These are invasive grasses in native prairie and are not allowed on school trust lands. Contamination with or use of crested wheatgrass or smooth brome will result in the applicant being required to spray out the grass and reseed with the above native grass seed mixture. Sweet clover and alfalfa are also not allowed – only the above native grass seed mixture may be used for revegetation on school trust land.



AREA CROSSING PERMIT #1 (Buried Utilities)

\_\_\_\_\_ May 9, 2011 \_\_\_\_\_

TRACT NO.: WM-1  
STATIONING: MP ND-3  
T/R/S: Section 10, T153N, R104W  
COUNTY OF Williams, STATE OF North Dakota

AGREEMENT, made and entered into by and between NORTHERN BORDER PIPELINE COMPANY, by its Operator, TransCanada Northern Border Inc., with corporate offices at 717 Texas Street, Houston, TX 77002 (hereinafter "NORTHERN BORDER") and ONEOK Rockies Midstream, LLC, formerly known as Bear Paw Energy, LLC ("Undersigned").

WHEREAS, NORTHERN BORDER owns, operates and maintains high pressure natural gas pipeline(s) within a Right of Way Easement(s) ("Right of Way") over, under and across the above captioned Tract and Undersigned has requested permission to cross Northern Border's Right of Way and existing pipeline(s) for purposes of installing, operating and maintaining its 10" Steel Natural Gas Liquids Pipeline ("Buried Utilities").

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto do hereby agree as follows:

NORTHERN BORDER hereby grants permission for Undersigned to cross the aforementioned Right of Way and pipeline(s) with said Buried Utilities subject to Undersigned agreeing to and following the provisions of this Permit, including the following Terms and Conditions:

1. NO GROUND DISTURBANCE SHALL BE MADE WITHIN NORTHERN BORDER'S RIGHT OF WAY OR WITHIN 25 FT., MEASURED AT RIGHT ANGLES, OF OUR PIPELINE(S) EXCEPT IN THE PRESENCE OF OUR COMPANY REPRESENTATIVE.
2. At least seventy-two (72) hours in advance of construction, Undersigned must contact Northern Border's representative, Richard Goss, Operations Technician at (406) 770 - 6535 or Dave Kollman, Operations Technician at (701)770-6539. Note that voice messages do not constitute 72 hour notice. Person to person contact must be made. Northern Border will arrange for a representative to be on site when work is occurring on or near the Right of Way area.
3. Undersigned must hand expose Northern Border's buried pipeline(s) prior to use of mechanical equipment within 15ft. of the pipeline(s).
4. No part of any power equipment shall come within twenty four (24) inches of Northern Border's pipeline(s).
5. No bucket, any attachment or load may be swung over Northern Border's pipeline(s) where there is less than twenty four (24) inches of cover.
6. As far as practicable, all Buried Utilities are to cross Northern Border's pipeline(s) at right angles.
7. No sidescutters may be used.
8. Buried Utilities that are to be installed by the (open-cut) method, are to have at least twenty four (24) inches of clearance between their installed position and Northern Border's pipeline(s). Buried Utilities that are to be installed by boring, are to have at least (36) inches of clearance between their installed position and Northern Border's pipeline(s). See attachments for either installation method.
9. The trench for the Buried Utilities shall maintain the same depth for the full length of Northern Border's Right of Way.
10. Where practical, all Buried Utilities crossings shall be clearly and permanently marked with signs showing the location of the Buried Utilities. See Attachments.
11. Should it be necessary for a Northern Border employee/representative to enter the excavation to inspect its pipeline(s), Undersigned shall slope the excavation at the crossing in accordance with the requirements of the Occupational Safety and Health Administration.
12. Undersigned assumes all risk of loss, damage or injury to persons or property occasioned by the construction, maintenance or operation of Undersigned's Buried Utilities and Undersigned hereby agrees to indemnify, defend (including any and all attorney's fees incurred by Northern Border), and hold harmless Northern Border, its partners, officers, contractors, agents and employees from and against any and all such loss, damage or injury.
13. Undersigned shall secure any necessary rights of way, easements and/or permits from any landowner/interested party or governmental agencies prior to the proposed installation.
14. Undersigned shall contact the applicable state one-call system in accordance with its advance notification requirements prior to any ground disturbance.
15. The permission granted to Undersigned hereunder shall be subject to and subordinate to the paramount rights granted to Northern Border under right of way easement agreement(s)/grant(s) now and hereafter to occupy and use all or any portion or portions of the Right of Way in Northern Border's operations. By this Agreement, Northern Border does not relinquish any of its rights, titles, or interest in or to its Right of Way.
16. Compliance with these Terms and Conditions does not give, imply, or suggest that Undersigned, its personnel, contractors, consultants or any other associated entity is relieved of any responsibility in the event that gas service is interrupted or that Northern Border's pipeline(s) or facilities are damaged in any manner as a result of the construction, maintenance, operation, or use of said Buried Utilities. Undersigned agrees to be responsible for all costs incurred by Northern Border for any breach of, or

damage to, Northern Border's pipeline(s) or facilities attributable to the construction, maintenance, operation, or use of the Buried Utilities

17. Undersigned will be crossing one or more of Northern Border's natural gas transmission pipeline(s). These pipeline(s) are coated with a material to protect them from corrosion. If Undersigned's excavation results in exposing Northern Border's pipeline(s) and there is any damage to the coating, Undersigned agrees to be responsible for all costs, including any disposal costs, associated with the coating repair. If necessary, Undersigned will also be required, and hereby agrees, to halt its work activity while the coating material is being analyzed. The coating repair, including the removal of the original material, will be performed by Northern Border personnel or a qualified third party contractor selected by Northern Border. All work will be done in accordance with Northern Border's current engineering and environmental standards. During the course of the excavation work, Undersigned agrees to cooperate with Northern Border to insure all federal, state and local environmental and safety regulations are followed.
18. Undersigned agrees to comply with any additional requirements attached here to and made a part of this permit:

Attachments x YES

If any term or provision of this Permit shall to any extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with law, but the remaining terms and provisions of this Permit shall nevertheless continue in full force and effect. This Permit shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

AREA CROSSING PERMIT #1 (Buried Utilities)

May 9, 2011

TRACT NO.: WM-1 \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Permit in duplicate the day and year first above written.

UNDERSIGNED

By: Dick Van de Bossche  
(Landowner, Contractor or Utility Company)

DICK VAN DE BOSSCHE  
Name printed as signed

Address: 2100 LINCOLN AVE SE  
SIDNEY MT. 59270

NORTHERN BORDER PIPELINE COMPANY,  
By its Operator, TransCanada Northern Border Inc.

By: DJ Lane  
Area Manager

Witness: Kay Appruster  
Northern Border Representative

cc: Land Management; Area Office; File

NBPL Field Technicians to attach: STAKE OUT REPORT when sending completed permit to Land Department in Omaha.

Revised: 3/24/11

ATTACHMENT TO CROSSING PERMIT #1 (Buried Utilities)

May 9, 2011

TRACT NO.: WM-1

1. Each buried facility will cross over \_\_\_ under \_\_\_ x \_\_\_ Company's pipeline with a minimum clearance of (24) inches. This buried grade shall be consistent across entire width of the Company's pipeline right-of-way.
2. Cable installed under 600 volts across Northern Border pipeline(s) shall be shielded to protect against the possibility of damage or electric shock from probing with PVC conduit across the entire width of the Northern Border Right of Way.
3. Permanent markers identifying facility location shall be installed and maintained by Undersigned at the point of crossing if applicable.
4. Plastic marker tape shall be installed below cultivation level and over Undersigned's facility extending the width of easement or thirty (30) feet minimum if it is impractical to install and maintain aboveground markers due to crossing location if applicable.
5. No physical structure associated with an overhead facility such as poles, towers, anchor blocks, A.C. grounding system, etc, will be installed within Company's right-of-way.
6. Underground A.C. cable with a metallic outer sheath or bare concentric neutral installed within a twenty (20) foot corridor, ten (10) feet on each side of the pipeline shall be placed in an insulating conduit or jacket. (Reinforced fiberglass, polyethylene or polyvinyl chloride pipe.)
7. Undersigned will provide and pay for all materials and labor to install materials directed by Company personnel including but not limited to a reference cell and test station as per specified by Company field personnel. A test lead will be attached to the metallic portion of a cable not insulated, such as metal sheathed cable, or one having a bare concentric neutral, or to any metallic pipeline at the point of crossing to allow testing for cathodic protection interference or induced A.C. on Company's pipeline.
8. Detrimental effects to a cable having a bare concentric neutral or metallic sheath are possible on crossings in close proximity to Company's cathodic protection equipment. The Undersigned shall check for these possible detrimental effects, and if present, notify Company. Company will cooperate in any required joint testing to allow Undersigned to determine if mitigative equipment is necessary. Undersigned shall be responsible for all costs of necessary equipment, installation and operation.
9. Undersigned will participate, if appropriate, in testing necessary if detrimental effects, such as induced A.C. in excess of 15 volts or interference with Company's cathodic protection of its pipeline(s) may result from the installation of Undersigned's facility. If equipment is required to eliminate, minimize or control these detrimental effects, Company will determine equipment needs, procure said equipment, and install, all at Undersigned's expense.

## 1. Trenchless Excavation – Bored Crossing

**Note:** This activity applies to both foreign facilities crossing TransCanada buried facilities, and TransCanada crossing foreign facilities.

Bored crossings are an acceptable method for constructing a crossing for cables, pipes, drains, etc., providing the following conditions are met:

- Ensure that the top and side (side closest to the drill) of all TransCanada pipelines or buried facilities have been exposed by hand digging or hydrovac.
- When a TransCanada facility is crossing a Foreign Facility, request a written report from the hydrovac company detailing:
  - Type of buried facility (pipe, cable, etc)
  - Depth of cover on buried facility
  - Depth to bottom of buried facility
  - Size of buried facility
  - Type of coating
  - GPS location
  - Any obstructions
  - Include a digital photo if possible
- Ensure that a drilling plan & drawing (profile) is obtained from the foreign company or drilling company. Note - the plan is also required if TransCanada is conducting the crossing of a foreign facility. The plan can be provided by the drilling company or TransCanada representative responsible for the work. The plan must include the following:
  - Total length of bore
  - Depth of cover on each buried facility
  - Depth to bottom of each buried facility
  - Size and type of each buried facility
  - Clearance between new and existing buried facilities
  - Expected centerline of bore
- Ensure that sight holes are:
  - excavated at a minimum of five feet (1.5m) and a maximum of ten feet (3m) from the side (nearest to the drill) of each buried facility, and parallel to the existing TransCanada buried facility.
  - a minimum of 10 feet (3m) long (five feet (1.5m) each side of the expected centerline) and are sufficiently wide to provide easy visual confirmation of the bore head entering the sight hole.
  - excavated to at least the depth of the crossing.
- Mark the expected centerline of bore.
- Ensure that spoil piles are not placed over the bore path (this changes depth of cover).
- Any bore pits required to set up and stage equipment shall be outside of the buried facility ROW
- Ensure that the new facility maintains continuous depth and horizontal alignment as it is installed across the full width of the Right-of-Way. Any deviation (Field Change) resulting in less cover must first be approved by an Area Manager for foreign crossings and a Project Manager for TransCanada bored crossings. (Consult with Engineering and the Field Pipeline Services Engineer as required.) Document the variance on the Procedure Variance Form as per the Procedure Variance TOP.
- Ensure the equipment used to track the location of the drill head has been:
  - verified to operate properly prior to crossing
  - tested on site to confirm proper operation (the test should be documented by the drilling contractor).

- Continuously monitor the progress of the drill head and ensure that you visually see it enter the sight holes at the expected depth and location.
- If the drill head does not enter the sight hole at the expected depth and location, stop the drill and reassess the bore. Confirm there are no hazards prior to re-commencing bore. This may require an adjustment in the drill heading, reconfirming the expected centerline of the drillhead entry at sight holes, enlargement or lengthening of the sight holes and in some cases pullback and restart the bore.
- Ensure the facility will pass the TransCanada facility with a minimum clearance of three feet.
- Ensure tracer wire is attached to the foreign pipeline, if applicable.
- Attach test leads to the TransCanada pipe where required, and ensure test leads are attached to the foreign pipe where required. If separate test lead posts are installed note the locations on the as-built drawing.
- In the case where a sight hole cannot be used, the TransCanada representative must establish a safe & reasonable clearance between the TransCanada facility and the Foreign Facility to ensure protection. A Procedure Variance must be approved by an Area Manager or Project Manager and Engineering which may include additional safeguards beyond those identified above.



## GENERAL GUIDELINES

Work within the TransCanada right-of-way shall be performed in accordance with TransCanada procedures to protect the safety of TransCanada facilities and that of the general public. The following guidelines, although not all inclusive, are provided in order to assist you in your project planning. **THESE GUIDELINES ARE NOT TO BE CONSIDERED APPROVAL FOR CONSTRUCTION ACTIVITY WITHIN OUR RIGHT-OF-WAY OR NEAR OUR PIPELINES.** Specific guidelines, and crossing agreement if applicable, will be provided to you upon completion of a review of your final plans by our Pipeline Integrity Group Engineer. The following are some of our general guidelines:

1. No ground disturbance shall be made within TransCanada's right-of-way or within 27 ft., measured at right angles, of our pipeline(s) except in the presence of our company representative.
2. Notice of at least seventy-two (72) hours in advance of construction must be provided. You must contact a TransCanada field representative at a number to be provided. Please note that voice messages do not constitute 72 hour notice. Person to person contact must be made. TransCanada will arrange for a representative to be on site when work is occurring on or near the right-of-way area, or within 27 ft. of the pipelines. After hours call 1-800-447-8066.
3. You or your contractor must hydro-vac or hand expose TransCanada's buried pipeline(s) prior to use of mechanical equipment within 15 ft. of the pipeline(s).
4. No sidecutters may be used.
5. No part of powered equipment shall come within three ft. of TransCanada's pipelines, or according to applicable State or Federal requirements.
6. No bucket, any attachment or load may be swung over TransCanada's pipeline(s) where there is less than 24 inches of cover.
7. Buried utilities, except for power utilities energized to 600 volts (see #12), should be designed to have at least twenty-four (24) inches of clearance between

their installed position and TransCanada's pipeline(s). As far as practicable, all buried utilities are to cross TransCanada's pipeline(s) at right angles.

8. Proposed buried facilities where the function of the facility is reliant upon the elevation or slope of the facility, such as gravity flow sewers, will require a detail drawing of the new facility. The drawing must show the elevation of the new facility in relation to the elevation of the existing TransCanada pipeline(s) with the clearances identified.

9. Bored crossings are an acceptable method for constructing a crossing of a TransCanada pipeline(s) for cables, pipes, drains, etc. provided the following conditions are met:

- A drawing detailing the proposed bored crossing must be submitted to TransCanada for review and approval prior to construction. The items to be included on the drawing include; location of bore pits, alignment of the new facility, location of existing underground facilities, elevation profiles, etc.
- The top and side (side closest to the drill) of all TransCanada pipelines or buried facilities must be exposed by hand digging or hydrovac.
- Sight holes must be excavated at a minimum of five feet and a maximum of ten feet from the side (nearest to the drill) of each buried facility, and parallel to the existing TransCanada buried facility.
- Any bore pits required to set up and stage equipment shall be outside of TransCanada's buried facility right-of-way.
- The new crossing facility should maintain a continuous depth or consistent profile and straight horizontal alignment across the full width of the TransCanada right-of-way.
- The crossing facility must pass the TransCanada facility with a minimum clearance of three feet.

10. When existing TransCanada buried pipelines are exposed, resulting in an unsupported length of 5 times the diameter of the existing pipeline, as a minimum, the following requirements shall be met:

- A layer of select bedding material, sand or a mixture of sand and crushed stone, shall be placed on the bottom of the trench 2 feet wider than the pipeline. This bedding shall be a minimum of 4 inches thick and be compacted.
- Structural backfill sand shall then be carefully placed in 6 inch lifts and compacted up to the middle of the TransCanada pipeline.
- The backfill, sand or native soil, above the pipe shall be free of rocks, cobbles and boulders and be compacted enough to prevent excessive settlement.

11. Underground electrical cables must be installed crossing the entire width of the TransCanada right-of-way using heavy wall conduit or PVC conduit to protect against the possibility of damage or electric shock from probing.

12. Underground cables energized to 600 volts or more should cross a minimum of 3 feet (1m) below the pipeline if practical, be encased in concrete, color coded red, across the entire right-of-way width, and have external, spiral wound, neutrals grounded on each side of the right-of-way. The cable crossing should be clearly and permanently marked on each side of the right-of-way, if practical.

13. The design of overhead electrical cables energized to 600 volts or more that cross or parallel within 200 feet of TransCanada's pipeline(s) must be reviewed and approved by TransCanada. This review may require installation of induced AC mitigation facilities, additional aerial markers, increased clearance to conductors, etc.

14. Blasting activities within 500 feet of the TransCanada right-of-way shall not occur until the blasting plan is reviewed and approved by TransCanada. This blasting plan is to be submitted to TransCanada for review a minimum of two (2) weeks prior to blasting activities.

15. Dredging activities within 500 feet of the TransCanada right-of-way shall comply with the following minimum requirements:

- A TransCanada representative must meet with the Corps of engineers representative to review the plan.
- TransCanada must be contacted at least 72 hours prior to coming within 500 feet of the pipeline.
- A TransCanada representative must be on board the vessel when the dredging operation is within 500 feet of the pipeline.
- The TransCanada representative shall ensure the safety of the pipeline by stopping work if an unsafe condition exists.

16. In the event of equipment crossings outside of an existing road right-of-way or wherever our technician determines that inadequate cover exists, the contractor shall install and maintain temporary crossings of TransCanada's pipeline(s) at location(s) specified by TransCanada and that are/is perpendicular to TransCanada's pipeline(s). A minimum of five (5) feet of total cover over TransCanada's pipeline(s) is required. If fill is required to obtain the minimum cover, a suitable material (preferably a bank run gravel material, or a combination of wooden mats and bank run gravel, or a TransCanada approved "Portable Land Bridge") will be placed on the existing surface of the ground over the pipeline(s) from a point fifteen (15) feet ahead of the pipeline crossing to a point fifteen (15) feet beyond the pipeline crossing. The crossing area should be a minimum of twenty (20) feet wide so as to adequately bear the crossing weights of equipment. All vehicular traffic will cross TransCanada's pipeline(s) at these designated locations only.

17. The applicable state one-call system must be contacted at 811 in accordance with its advance notification requirements prior to any ground disturbance.

18. If you will be crossing one or more of TransCanada's transmission pipeline(s) please be aware that these pipeline(s) are coated with a material to protect them from corrosion. The coating may contain asbestos. If the excavation results in exposing TransCanada's pipeline(s) and there is any damage to the coating, you will be responsible for all costs, including any disposal costs, associated with the coating repair. If necessary, you will also be required, to halt its work activity while the coating material is being analyzed. The coating repair, including the removal of the original material, will be performed by TransCanada personnel or a qualified third party contractor selected by TransCanada. All work will be done in accordance with TransCanada's current engineering and environmental standards. During the course of the excavation work, Contractor agrees to cooperate with TransCanada to insure all federal, state and local environmental and safety regulations are followed.

19. Should it be necessary for a TransCanada employee/representative to enter the excavation to inspect its pipeline(s), the excavation at the crossing shall be sloped in accordance with the requirements of the Occupational Safety and Health Administration.

TransCanada looks forward to working with you to minimize impact resulting from your project and also provide for the safety of the general public and the integrity of our pipelines. Should you have any further questions in regard to these guidelines please contact me at \_\_\_\_\_

Plans may be submitted to:

**Crossings and Encroachment Applications**  
**us\_crossings@transcanada.com**

U.S. Land Management  
5250 Corporate Drive  
Troy, Michigan 48098

Tel: 248-205-7596  
Fax: 248-205-4796