



NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov



RECEIVED

June 4, 2012

JUN 26 2012

Ron Marsh
Pro Pipe Corporation
PO Box 307
Frenchtown, MT 59834

PUBLIC SERVICE COMMISSION

Re: NDPDES Permit No. NDG070323

We have received your "Application for Permit to Discharge - NDPDES Industrial-Short Form C" and have granted authority to discharge under the General Permit for Temporary Dewatering/Hydrostatic Testing Permit No. NDG070000. Your facility has been assigned permit no. **NDG070323**. This permit has been issued by the North Dakota Department of Health (NDDoH) with the understanding that all other applicable permits and permissions have been obtained for the start of the following project. The application indicates that the discharge(s) will consist of surface water from the hydrostatic testing of a new 10 inch pipeline:

<u>Discharge Point</u>	<u>Volume (Gallons)</u>	<u>Location</u>
001H	≈ 40,000 Total	Nelson Ross Project Twn 156 N, Rng 93 W, Sec 15; Mountrail County

All discharge points shall be inspected daily. On a daily basis record the total volume of discharge and make a visual inspection for Oil and Grease. Analytical parameters for pH and Total Suspended Solids (TSS) shall be waived for this project. The parameter for Chlorine shall be tested only if the water source has been chlorinated. The parameter of Oil and/or Grease is waived unless sheen is observed in the discharge; if observed then collect a sample for Total Petroleum Hydrocarbon (TPH). The department shall be contacted on all findings of Oil and Grease. All discharges made directly to a surface water body or wetland shall be inspected closely so as to minimize any turbidity issues. Best Management Practices (BMPs) must be used to minimize the impact of the discharge.

ADDITIVES: No additives were reviewed for this project.

Enclosed are Discharge Monitoring Report (DMR) forms for your use. If someone else is responsible for the submittal of the DMRs, please forward this letter and the enclosed forms to them. The reports cover three months; the dates and location have been filled out. If no discharge occurs during the reporting period, check "No" in section one. The reports must be post-marked by the last day of the month following the end of each reporting period. All original DMR forms should be sent to NDDoH and a copy should be kept for your files. **EPA no longer requires a copy of the DMR form.**

If any other testing is conducted during this project, copies of the results of any such test should be forwarded to the Department. **Should you wish to no longer be covered under this permit, you must submit a written request to terminate and cite the reasons for termination.** Coverage shall be maintained until a written notification to release has been issued to the permittee by NDDoH. Should you have any questions about your permit or how to complete the DMRs, please contact me at (701) 328-5234.

Sincerely,

Marty Haroldson
Environmental Scientist
Division of Water Quality

Enc.
Cc: EPA

49 PU-12-40 Filed: 6/26/2012 Pages: 95
Permits

Plains Pipeline, L.P.

Environmental Health
Section Chief's Office
701.328.5150

Division of
Air Quality
701.328.5188

Division of
Municipal Facilities
701.328.5211

Division of
Waste Management
701.328.5166

Division of
Water Quality
701.328.5210



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Ecological Services
3425 Miriam Avenue
Bismarck, North Dakota 58501

MAY 18 2012

COPY

Ms. Katie Schmidt
Project Manager
E3 Environmental, LLC
817 Vandalia Street, Suite 100
St Paul, Minnesota 55114

Re: Plains All-American Pipeline L.P. proposed
construction of the Nelson Take-Off to Ross
Pipeline in Mountrail County, North Dakota
In reply please reference Tails #2012-CPA-0263

Dear Ms. Schmidt:

This is in response to your letter dated December 30, 2011, concerning a proposal by the Plains All-American Pipeline L.P. (Plains) for the proposed construction of the Nelson Take-Off to Ross Pipeline in Mountrail County, North Dakota. The proposed project is 16.5 miles in length. The specific project location is:

T. 155 N., R. 91 W., Sections 2-6
T. 155 N., R. 92 W., Sections 3 -5
T. 156 N., R. 91 W., Sections 30-35
T. 156 N., R. 92 W., Sections. 25-36
T. 156 N., R. 93 W., Sections 9-10, 15-16, 21-22, 25-28, 33-36

The U.S. Fish and Wildlife Service (Service) offers the following comments under the authority of and in accordance with the Migratory Bird Treaty Act (MBTA) (16 U.S.C. 703 *et seq.*), the National Wildlife Refuge System Improvement Act of 1997 (Public Law 105-57), the Endangered Species Act (ESA) (16 U.S.C. 1531 *et seq.*), and the Bald and Golden Eagle Protection Act (BGEPA) (16 U.S.C. 668-668d, 54 Stat. 250).

Below are recommendations to assist in complying with each of these authorities. Your plans should integrate these recommendations to the extent practicable to insure compliance. Recommendations addressing the trust resources under Service authorities are tailored to address protective measures for a variety of species. As such, recommended timing restrictions are not identical and the federal action agency or project proponent should evaluate the trust resources that may be affected by the

proposed project and use the appropriate protective timing restriction accordingly.

Threatened, Endangered and Candidate Species

Because there is no Federal nexus for the proposed project, it is not necessary to make determinations for listed species. Private individuals and companies however, are required to ensure that their actions do not result in "take" of federally listed species. Take is broadly defined as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." If Plains believes that the project may result in take, we recommend the development of a habitat conservation plan (HCP) as described in Section 10(a)(1)(B) of the ESA. A HCP allows non-Federal parties without a Federal nexus to apply for an incidental take permit. The HCP must include a description of the proposed action, a determination of the effects of those actions on federally-listed plant and wildlife species and their habitats (and may include proposed or candidate species), and a definition of the measures to minimize and mitigate adverse effects.

Plains has committed to cease operation of all heavy equipment if a whooping crane (*Grus americana*) is sighted within one-half mile of the proposed project's right-of-way while the project is under construction. However whooping cranes can take up to a mile to take off or land. In consultation with the Service, we recommend that Plains commit to ceasing operation of all heavy equipment if a whooping crane is sighted within one mile of the proposed project while it is under construction and contact the Service immediately.

Your letter states that the proposed project is 14 miles from the Missouri River. However, please note that the nearest designated critical habitat for piping plover (*Charadrius melodus*) is approximately 2.5 miles northeast of the proposed project. Critical habitat can be viewed on the Service website: (http://www.fws.gov/northdakotafieldoffice/endspecies/species/piping_plover.htm). GIS layers of critical habitat can be obtained by contacting our office at the letterhead address.

Sprague's pipit (*Anthus spagueii*) was added to the candidate species list in 2010. According to the Service's data, we expect there to be suitable habitat for the Sprague's pipit along Plains's proposed route. Candidate species such as the Sprague's pipit are not protected under the ESA. However, Sprague's pipit as a migratory bird is still protected under the MBTA.

Sprague's pipits require large patches of grassland habitat for breeding, with preferred grass height between 4 and 12 inches. The species prefers to breed in well-drained, open grasslands and avoids grasslands with excessive shrubs. Individuals can be found in lightly to heavily grazed areas, but are thought to generally avoid intrusive human features on the landscape, so the impact of a development can be much larger than the actual footprint of the feature. If Sprague's pipit habitat is present within your proposed project area, the Service requests that you document any steps taken to avoid and minimize disturbance of this habitat and that you share this information with our office.

Suitable habitat for the Dakota skipper (*Hesperia dacotae*) may also occur along the proposed route. The Dakota skipper is a small to medium-sized hesperiine butterfly associated with high quality prairie ranging from wet-mesic tallgrass prairie to dry-mesic mixed grass prairie. The first type of habitat is relatively flat and moist native bluestem prairie. Three species of wildflowers are usually present: wood lily (*Lilium philadelphicum*), harebell (*Campanula rotundifolia*), and smooth camas (*Zygadenus elegans*). The second habitat type is upland (dry) prairie that is often on ridges and hillsides. Bluestem grasses and needlegrasses dominate these habitats. On this habitat type, three wildflowers are typically present in high quality sites that are suitable for Dakota skipper: pale purple (*Echinacea pallida*) and upright (*E. angustifolia*) coneflowers and blanketflower (*Gaillardia sp.*). Because of the difficulty of surveying for Dakota skippers and a short survey window, we recommend the avoidance of ground disturbing activities on potential Dakota skipper habitat.

For candidate species such as the Sprague's pipit and the Dakota skipper, Federal agencies and non-federal applicants have the option of requesting a conference with the Service to ensure that their actions minimize and mitigate effects to candidate species.

Fish and Wildlife Service Property

The Service administers Waterfowl Production Areas owned in fee title as well as wetland and grassland easements throughout North Dakota. The letter states that there are no easements along the proposed Right of Way (ROW). However, a review of Service realty records indicates that Service property interests are located in the planning area. The Service has an ongoing easement acquisition program and we recommend that for Mountrail County, you contact Dave Gillund, Project Leader, Lostwood Wetland Management District Complex, 8315 Hwy 8, Kenmare, ND 58746 (701-848-2466 x16), for more specific information relative to Service easements and up to date realty records. Cultural resource compliance requires coordination with the Service's Zone Archeologist early in the planning process. Cultural Resource field investigations on Service easements and fee lands requires a permit issued by the Service's Zone Archeologist. Contact Barry G. Williams, Service Dakotas Zone Archeologist (barry_williams@fws.gov, 701-355-8577).

Bald and Golden Eagles

The BGEPA prohibits anyone without a permit issued by the Secretary of the Interior from taking bald or golden eagles, including their parts, nests, or eggs. The Act provides criminal and civil penalties for persons who take, possess, sell, purchase, barter, offer to sell, purchase or barter, transport, export or import, at any time or any manner, any bald or golden eagle, alive or dead, or any part, nest, or egg thereof. The Act defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb." "Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1)

injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.” In addition to immediate impacts, this definition also covers impacts that result from human-induced alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagles return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment.

The Service recommends that bald and golden eagle nest surveys be conducted prior to the initiation of any on-the-ground activities. The Service recommends that an aerial bald and golden eagle nest survey (preferably by helicopter) be conducted within a one-mile-wide evaluation corridor to identify occupied and unoccupied eagle nest sites near the proposed project route and associated facilities. The aerial surveys should include surveys for any proposed new roads. Aerial surveys should be conducted between March 1 and May 15, before leaf-out so that nests are visible.

Aerial surveys should include the following:

1. Due to the ability to hover and facilitate observations of the ground, helicopters are preferred over fixed wing aircraft, although small aircraft may also be used for the eagle nest surveys. The Service requests that Plains also report nests of any other raptors found during the survey. Whenever possible, two observers should be used to conduct the surveys. Even experienced observers only find approximately 50 percent of nests on a flight, so we recommend that two flights be performed prior to any on-the-ground work, including other biological surveys or other work.
2. Observations of any eagles nest sites should be recorded using GPS. The date, location, nest condition, activity status, raptor species, and habitat should be recorded for each sighting.
3. We request that you share the qualifications of the biologist(s) conducting the survey, method of survey, and results of the survey with the Service.

Alternatively, Plains could conduct ground surveys to identify bald or golden eagle nests within a one-mile-wide evaluation corridor of the proposed route prior to winter/early spring before trees have leaves that could screen possible nests. If a bald or golden eagle nest is observed, the Service recommends that the proposed project be relocated to maintain at least a 0.5 mile buffer from the nest. The Service’s May 2007, National Bald Eagle Management Guidelines contains detailed information on protecting bald eagles from disturbance due to human activity. The guidelines can be accessed on the Service’s website: (<http://www.fws.gov/migratorybirds/issues/BaldEagle/NationalBaldEagleManagementGuidelines.pdf>).

Migratory Birds

The MBTA prohibits the taking, killing, possession, and transportation, (among other actions) of migratory birds, their eggs, parts, and nests, except when specifically permitted by regulations.

While the MBTA has no provision for allowing unauthorized take, the Service realizes that some birds may be killed during project construction and operation even if all known reasonable and effective measures to protect birds are used. The Service Office of Law Enforcement carries out its mission to protect migratory birds through investigations and enforcement, as well as by fostering relationships with individuals, companies, and agencies that have taken effective steps to avoid take of migratory birds, and by encouraging others to implement measures to avoid take of migratory birds. It is not possible to absolve individuals, companies, or agencies from liability even if they implement bird mortality avoidance or other similar protective measures. However, the Office of Law Enforcement focuses its resources on investigating and prosecuting individuals and companies that take migratory birds without identifying and implementing all reasonable, prudent, and effective measures to avoid that take. Individuals, companies, and agencies are encouraged to work closely with Service biologists to identify available protective measures when developing project plans and/or avian protection plans, and to implement those measures prior to/during construction or similar activities.

To the extent practicable, schedule construction for late summer or fall/early winter so as not to disrupt migratory birds during the breeding season (February 1 to July 15). Your letter indicates that the proposed project will take place during the breeding season, when there may be taking of migratory birds, their eggs, or active nests. Plains has stated that the proposed project ROW would be mowed/cleared in advance of project initiation to remove potential breeding habitat for nesting birds in the project area. However, because the nesting season has already begun, the Service suggests that Plains hire a qualified biologist to conduct a nest survey within 5 days prior to construction. If active nests are identified, Plains should cease construction, maintain a sufficient buffer around active nests to avoid disturbing breeding activities, and contact the Service. The Service recommends that the project proponent implement all practicable measures to avoid all take, such as suspending construction where necessary, and/or maintaining adequate buffers to protect the birds until the young have fledged. The Service further recommends that if you choose to conduct field surveys for nesting birds with the intent of avoiding take, that you maintain any documentation of the presence of migratory birds, eggs, and active nests, along with information regarding the qualifications of the biologist(s) performing the survey(s), and any avoidance measures implemented at the project site. Should surveys or other available information indicate a potential for take of migratory birds, their eggs, or active nests, the Service requests that you contact this office for further coordination on the extent of the impact and the long-term implications of the intended use of the project on migratory bird populations.

Our GIS analysis of the proposed pipeline route shows that it crosses a number of wetlands and native prairie. These habitat types provide important ecological services, including nesting and foraging habitat for migratory birds. Wetlands take at least two to three years for the vegetation to return, and at least this long for full functionality to be recovered. Native prairie can take a decade or more to recover, and even then, the replanted area is not as diverse as the original habitat. Additionally, non-natives which become established when the alignment is disturbed, may spread into the adjacent prairie.

To help ameliorate these impacts, the Service suggests that Plains develop a conservation plan for migratory birds to document and compensate for the impacts associated with the construction, operation, and maintenance of the proposed project. We recommend that the conservation plan include the following: an analysis of the type of habitat impacted, including a table showing how many acres of each type of habitat will be impacted; a discussion of how impacts on native habitat (wetlands, native prairie, woody draws) will be avoided or minimized; a plan to reclaim the native habitat; a monitoring plan to ensure that reclamation is successful and that non-natives do not take over; and a compensation plan for the impacts on native habitat that cannot be avoided. As part of the conservation plan, we recommend that Plains purchase perpetual grassland easements or perform additional habitat mitigation to ensure that the overall amount and quality of native habitat does not decline as a result of this project. In addition to benefitting migratory birds, the actions in the conservation plan would also benefit the candidate species. Prairie conversion was a major factor in the decision to add the Sprague's pipit and Dakota skipper to the list of candidate species, so efforts to compensate for native prairie habitat loss could also be included as part of the conference on candidate species, if applicable.

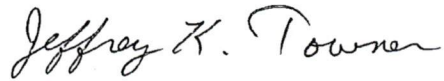
In replanting native prairie or other grassland habitat, the Service recommends planting a diverse mixture of native cool and warm season grasses and forbs. Recent research has suggested that a more diverse mix, including numerous forb species, is not only ecologically beneficial but is also more weed resistant, allowing for less intensive management and chemical use. In essence, the more species included in a mixture, the higher the probability of providing competition to resist invasion by non-native plants. The seed source should be as local as possible, preferably collected from the nearby native prairie. We recommend obtaining seed stock from nurseries within 250 miles of the project area to ensure the particular cultivars are well adapted to the local climate. The Natural Resources Conservation Service (NRCS) compiles a list of vendors in North Dakota that supply conservation seed and plants (<http://www.plant-materials.nrcs.usda.gov/pubs/ndpmcmt8152.pdf>). Additional information on native grasses and forbs may be found at the NRCS Bismarck Plant Materials Center (<http://www.plant-materials.nrcs.usda.gov/ndpmc/>).

High Value Habitat Avoidance

- Make no stream channel alterations or changes in drainage patterns.
- Locate construction to avoid placement of fill in wetlands.
- Replace unavoidable loss of wetland habitat with functionally equivalent wetlands.
- Install and maintain appropriate erosion control measures to reduce sediment transport to adjacent wetlands and stream channels.

Thank you for the opportunity to comment on this project. If additional information is required, please contact April Simnor of my staff at (701) 250-4481 or at the letterhead address.

Sincerely,



Jeffrey K. Towner
Field Supervisor
North Dakota Field Office

cc: Project Leader, Lostwood WMD, Kenmare, ND
Regulatory Office, Army Corps of Engineers, Bismarck, ND
Attn: D. Cimarosti

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648 _____
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 64th Street NW in Section(s) 16, Township 156 N, Range 93 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:

- (a) County paved roads or County roads treated with road stabilization materials may only be bored.
- (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
- (c) Pipe shall be cased or heavy wall pipe used.
- (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
- (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
- (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
- (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
- (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
- (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.

6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.

7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

TED HOZ

Authorized Agent of Utility Company Ted Hoz Supervisor Land

Telephone Number 713-993-5233

County Auditor: Please return a copy of the signed permit to:

BJ Kadrmas, Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this _____ day _____, 2011.

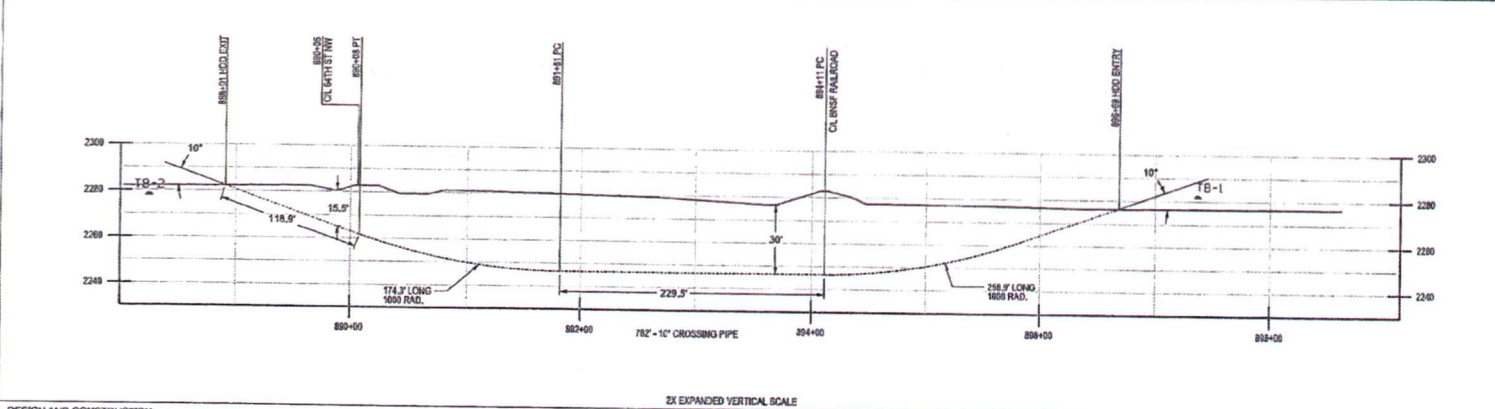
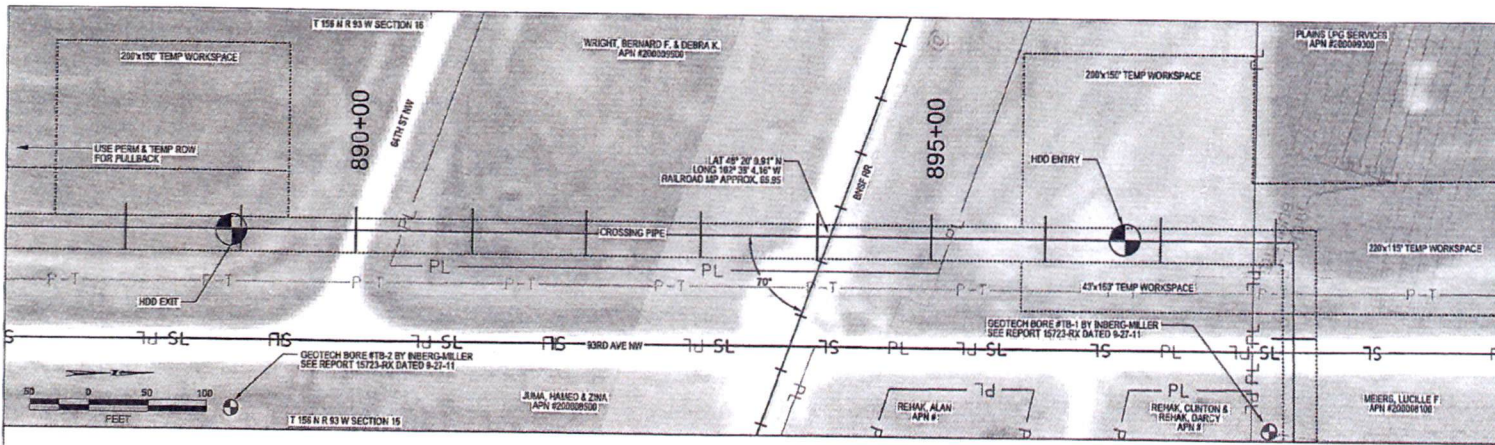
Signature, County Auditor

Reviewed by Mountrail County Road Engineer _____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners



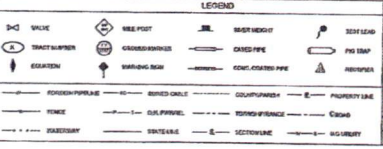
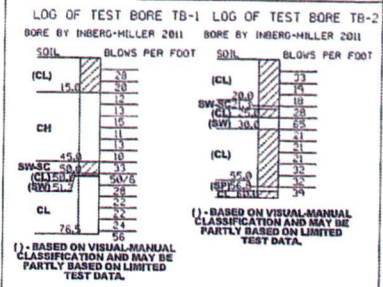
- DESIGN AND CONSTRUCTION:**
- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
 - CROSSING PIPE SPECIFICATION:
HDD LENGTH: 782'
HDD RADIUS: 1600'
10" x 0.344" WT., API 5L X-52
COATED WITH 14-16 MIL FBE, 40 MIL AOD
 - SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
 - MAX OPERATING PRESSURE: 1489 PSIG
 - INTERNAL DESIGN PRESSURE: 1489 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
 - HYDROTEST PRESSURE: 1850 PSIG
 - INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL (HDD)
 - CARRIER PIPE NOT ENCASED
 - PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
 - MINIMUM PIPELINE COVER 5' IN ROAD ROW.
 - PIPE / AMBIENT TEMPERATURE MUST BE NO LESS THAN 40° F DURING PULLBACK.
 - CONDUCT 4-HOUR PRE-INSTALLATION HYDROTEST OF HDD PIPE STRING TO 1850 PSIG.

- NOTES:**
- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVD83.
 - STATIONING IS BASED ON HORIZONTAL DISTANCES.
 - ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, LP, ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLAN OR PROFILE. THE INFORMATION SHOWN HEREIN IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, LP, FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
 - CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
 - CONTRACTOR TO CALL NORTH DAKOTA AT 1-800-725-0555 OR 811 3 DAYS PRIOR TO DIGGING. NDCC UTILITY LOCATES MAY ALSO BE SCHEDULED ON LINE AT WWW.NDCCALL.COM.

GEOTECHNICAL LEGEND

- UNIFIED SOIL CLASSIFICATION SYSTEM**
- GW WELL GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES
 - GP POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES WITH LITTLE OR NO FINES
 - GM SILTY GRAVELS, GRAVEL-SAND MIXTURES
 - GC CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES
 - SW WELL-GRADED SANDS, GRAVELLY SANDS WITH LITTLE OR NO FINES
 - SP POORLY-GRADED SANDS, GRAVELLY SANDS WITH LITTLE OR NO FINES
 - SM SILTY SANDS, SAND-SILT MIXTURES
 - SC CLAYEY SANDS, SAND-CLAY MIXTURES
 - ML INORGANIC SILTS & VERY FINE SANDS, RICH FLOES, SILTY OR CLAYEY FINE SANDS, CLAYEY SILTS WITH SLIGHT PLASTICITY
 - CL INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
 - OL ORGANIC SILTS & ORGANIC SILTY CLAYS OF LOW PLASTICITY
 - MH INORGANIC SILTS, HEAVY SANDS OR INTERMEDIATE SILTY SANDS, ELASTIC SILTS
 - CH INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
 - OH ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
 - PT PEAT AND OTHER HEAVILY ORGANIC SOILS

STANDARD PENETRATION TEST PENETRATION RESISTANCE IN BLOWS PER FOOT FOR A 140# HAMMER FALLING 30"



PIPE SUMMARY				PIPE SPECIFICATIONS				REVISIONS			
FROM	TO	LN. FT.	TYPE	DESCRIPTION	LN. FT.	REV. NO.	DATE	DESCRIPTION	DATE	BY	CHKD

ROONEY ENGINEERING, INC.
12291 E. ARAPAHOE RD., 8C-10
CENTENNIAL, CO 80112
(303) 762-9811

PLAINS ALL AMERICAN PIPELINE, LP.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
6495 ST. HWY 4 SW RAILROAD DIRECTIONAL DRILL

SCALE: AS SHOWN
DATE: 9-29-11
PROJECT NO.: 15748-D-1002

DRN BY: JL
CHKD BY: KJ
DATE: 9-29-11

REVISION: 1

CERTIFICATE OF LIABILITY INSURANCE

6/1/2012

DATE (MM/DD/YYYY)
5/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Aspen Insurance UK Limited		11680
INSURER B : National Union Fire Ins Co Pittsburgh PA		19445
INSURER C : New Hampshire Insurance Company		23841
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1317577 PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SJR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: The crossings listed: 1. 61st Street; 2. 80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER

CANCELLATION

11790214 Mountrail County, ND 6160 Hwy 8 Stanley ND 58784	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

CERTIFICATE OF LIABILITY INSURANCE

6/1/2012 DATE (MM/DD/YYYY)
5/3/2012

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	PHONE (A/C, No, Ext):	FAX (A/C, No):
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INSURER(S) AFFORDING COVERAGE		NAIC #
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	INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D :	
	INSURER E :	
	INSURER F :	

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CERTIFICATE HOLDER 11790214 Mountrail County, ND 6160 Hwy 8 Stanley ND 58784	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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161 FIRST AVENUE SOUTHEAST • P.O. BOX 1282
DICKINSON, NORTH DAKOTA 58602-1282

May 10, 2012

Mountrail County
Attn: John Sauber
101 North Main Street
Stanley, ND 58784

RE: Plains Pipeline consent for utility company applications

Dear John:

Please find the following enclosed documents to be executed:

1. Fourteen (14) checks in the amount of \$150.00 to cover application fees.
2. Fourteen (14) utility occupancy application and permits, one for Highway 8, one for Highway 2, in Mountrail county ND.
3. Fourteen (14) project plats with design and construction notes.
4. Fourteen (14) certificates of Liability Insurance.

If there is anything that was not included with these applications please call the number listed below so that I can get the information to you as soon as possible. When the applications are complete please mail back the permits in the included self addressed stamped envelope.

Sincerely,

Corey Schmitt
Land Agent for B. J. Kadrmas Inc.

FILED IN MY OFFICE

MAY 11 2012

JOAN M. HOLLEKIM
AUDITOR, MOUNTRAIL CO.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 93rd Avenue NW in Section(s) 16,15, Township 156 N, Range 93 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

TED HOZ

Authorized Agent of Utility Company Ted Hoz Supervisor hand

Telephone Number 713 - 993 - 5233

County Auditor: Please return a copy of the signed permit to:

B.J. Kadrmaz Inc.
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this 11th day May, 2012.

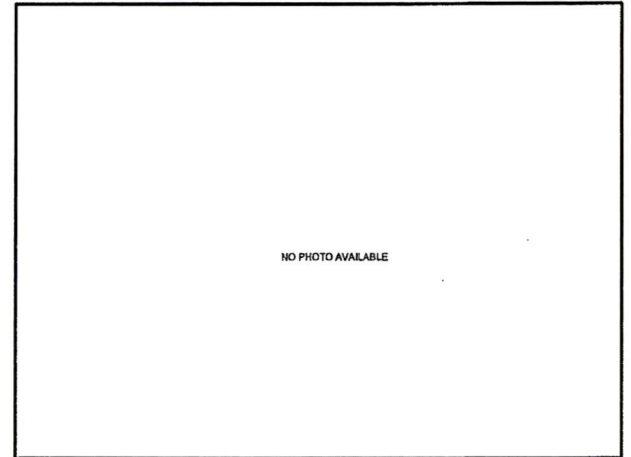
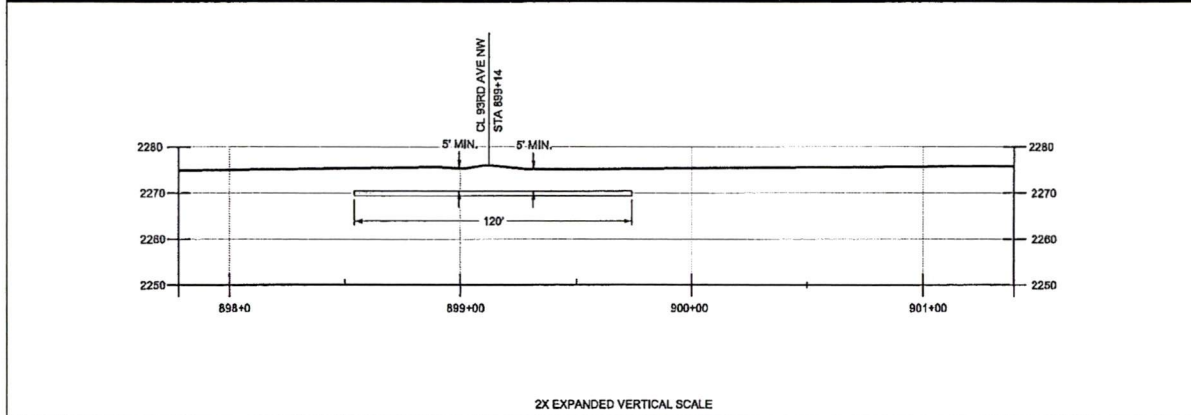
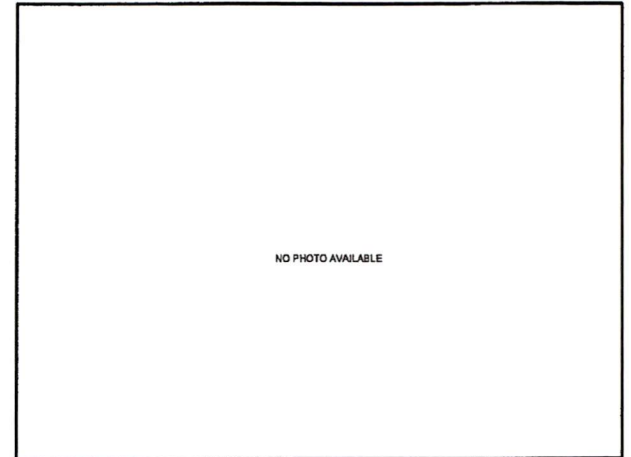
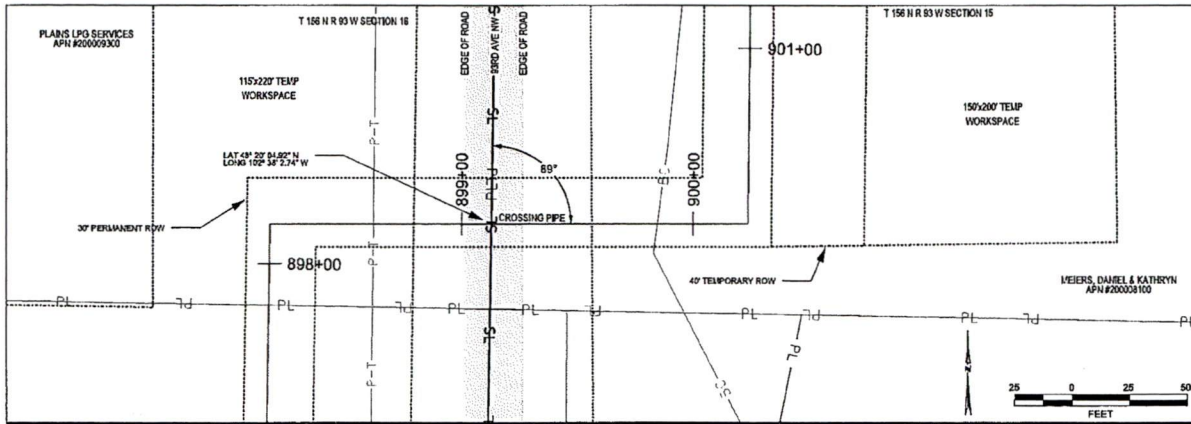
Joan M. Hallekm
Signature, County Auditor

Reviewed by Mountrail County Road Engineer 17 day May, 2012

[Signature]
Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this 5th day of June 2012.

Arlo Borud
Chairman of the Board
Mountrail County Board of County Commissioners



DESIGN AND CONSTRUCTION:

1. DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
2. CROSSING PIPE SPECIFICATION:
BORE LENGTH: 120'
10" x 0.344" W.T., API 6L X-52
COATED WITH 14-18 MIL FBE WITH 40 MIL ARO
3. SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
4. MAX OPERATING PRESSURE 1450 PSIG
5. INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
6. HYDROTEST PRESSURE 1650 PSIG
7. INSTALLATION METHOD: BORE
8. CARRIER PIPE NOT ENCASED
9. PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
10. MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

1. ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET, ALL MSL ELEVATIONS ARE NAVD83.
2. STATIONING IS BASED ON HORIZONTAL DISTANCES.
3. ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
5. CONTACT ONE CALL NORTH DAKOTA AT 1-800-785-0555 OR 811 3 DAYS PRIOR TO DIGGING.

LEGEND

IN-D VALVE	WELL POINT	RAKE MARK	TEST LEG
TRAIL BLASER	SHOULDER MARKER	CRACK PIPE	POI TRAP
ISOLATION	WARNING SIGN	CORAL COATED PIPE	PROCTER
PIPELINE MARKER	BLACK CABLE	UTILITY MARKER	PROPERTY LINE
FOUR	SEA PAPER	TENDR PLANGE	EROS
WATERWAY	SEWER LINE	SECTION LINE	UTILITY

FROM		TO	LN. FT.	TYPE		PIPE SPECIFICATIONS		LN. FT.	NO.	DESCRIPTION	DATE
									1	STUDIED FOR CONSTRUCTION	4-11-18

REVISIONS

NO.	DESCRIPTION	DATE
1	STUDIED FOR CONSTRUCTION	4-11-18

ROONEY ENGINEERING INC.
12251 E. ARAPAHOE RD., KC-10
CENTENNIAL, CO 80112
(303) 792-9911

PLAINS ALL-AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
93RD AVE NW BORE

SCALE	AS SHOWN	DATE	PROJECT NO.	DRAWING NO.
DRAWN BY	TL	8-24-11	02826	15785-M-1020
CHECKED BY	DB	8-24-11		
ENGR.	DB	8-24-11		

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
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Dated this 7th day of May 20 12.



Authorized Agent of Utility Company Ted Hoza Supervisor Land

Telephone Number 713-993-5233

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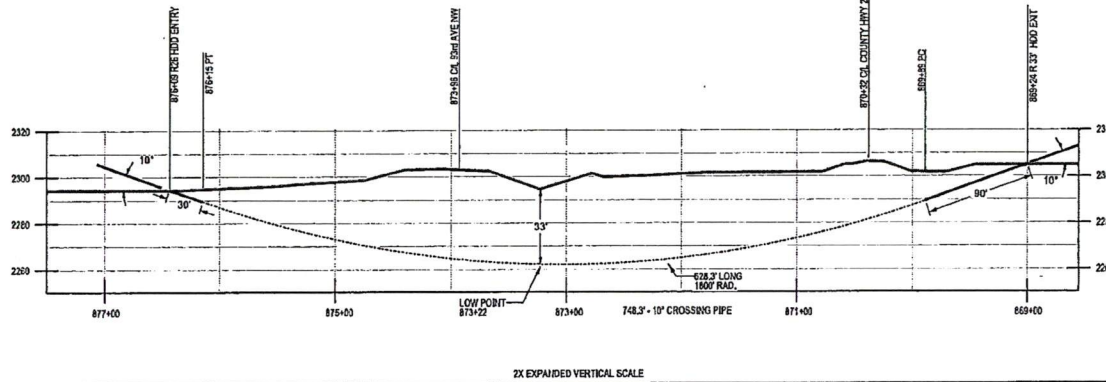
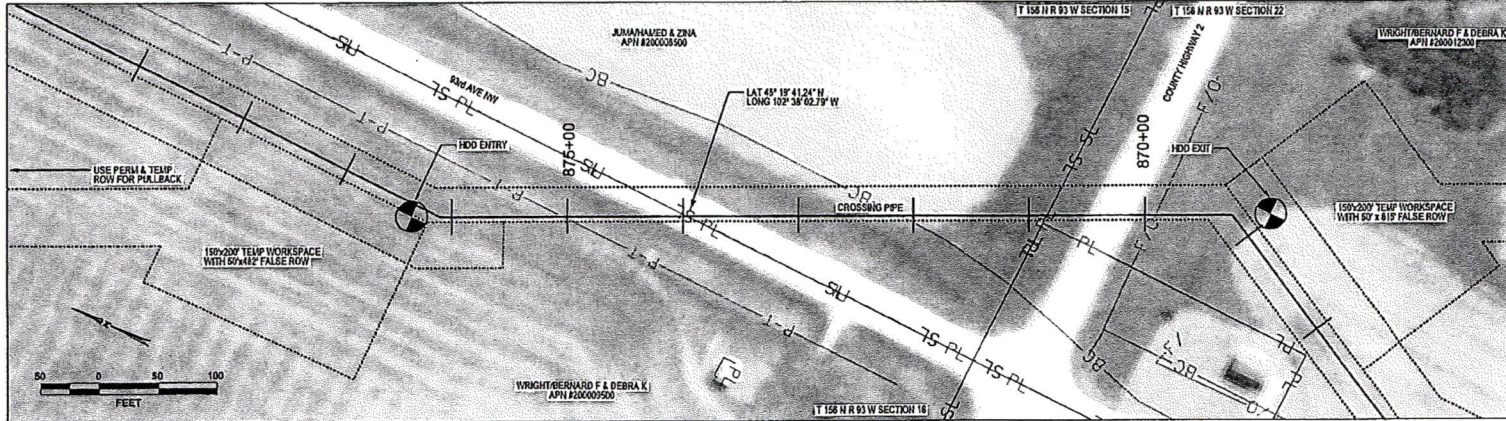
Jean M. Hallikivi
Signature, County Auditor

Reviewed by Mountrail County Road Engineer 17 day May, 2012


Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this 5th day of June 20 12.

Arlo Borud
Chairman of the Board
Mountrail County Board of County Commissioners



* NO GEOTECHNICAL DATA AVAILABLE AT THIS TIME

DESIGN AND CONSTRUCTION:

1. DESIGNED IN ACCORDANCE WITH CFR 49 PART 192 & ASME B31.4
2. CROSSING PIPE SPECIFICATION:
HDD LENGTH: 748.3'
HDD RADIUS: 1800'
10" x 0.344" W.T., API 5L X-52
COATED WITH 14-18 MIL FBE, 40 MIL ARO
3. SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
4. MAX OPERATING PRESSURE 1400 PSIG
5. INTERNAL DESIGN PRESSURE 1400 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
6. HYDROTEST PRESSURE 1850 PSIG
7. INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL (HDD)
8. CARRIER PIPE NOT ENCASED
9. PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
10. MINIMUM PIPELINE COVER 5' IN ROAD ROW.
11. PIPE / AMBIENT TEMPERATURE MUST BE NO LESS THAN 40° F DURING PULLBACK.
12. CONDUCT 4-HOUR PRE-INSTALLATION HYDROTEST OF HDD PIPE STRING TO 1850 PSIG.

NOTES:

1. ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, US FEET. ALL MSL ELEVATIONS ARE NAVD83.
2. STATIONING IS BASED ON HORIZONTAL DISTANCES.
3. ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
5. CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0555 OR 811 3 DAYS PRIOR TO DIGGINGS. HDCC UTILITY LOCATES MAY ALSO BE SCHEDULED ON LINE AT WWW.HDCCALL.COM.

LEGEND

PIPE SUMMARY				PIPE SPECIFICATIONS				REVISIONS			PREPARED BY			
FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE	DESCRIPTION	LN. FT.	REV.	DATE	DATE	DATE	DATE

ROONEY ENGINEERING INC.
1281 E. ARAPAHOE RD., 4C-112
CENTENNIAL, CO 80112
(303) 792-5911

PLAINS ALL AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
HIGHWAY 2 AND 93RD AVE DIRECTIONAL DRILL

SCALE:	AS SHOWN	DATE:	12-11-11	PROJECT NO.:	02828	DRAWING NO.:	15785-D-1083
DESIGNED BY:	SLT	CHECKED BY:	SLT	DATE:	12-11-11	DATE:	12-11-11
DATE:	12-11-11	DATE:	12-11-11	DATE:	12-11-11	DATE:	12-11-11

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 90th Avenue NW in Section(s) 36, Township 156 N, Range 93 W and Section(s) 31, Township 156 N, Range 92 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May, 2012.

Ted Haz

Authorized Agent of Utility Company Ted Haz Supervisor Land

713-993-5233

Telephone Number

County Auditor: Please return a copy of the signed permit to:

B.J. Kadrmaz Inc.
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this 11th day of May, 2012.

Jean M. Hallekmi
Signature, County Auditor

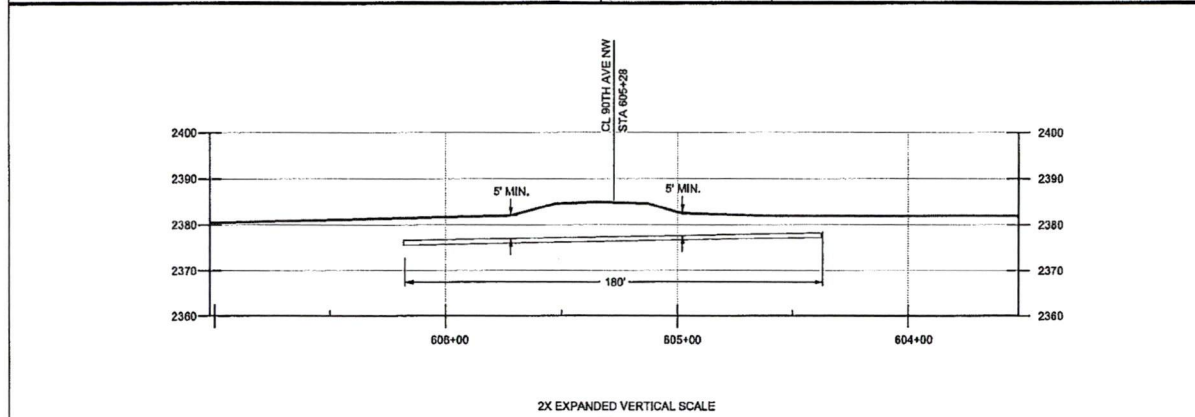
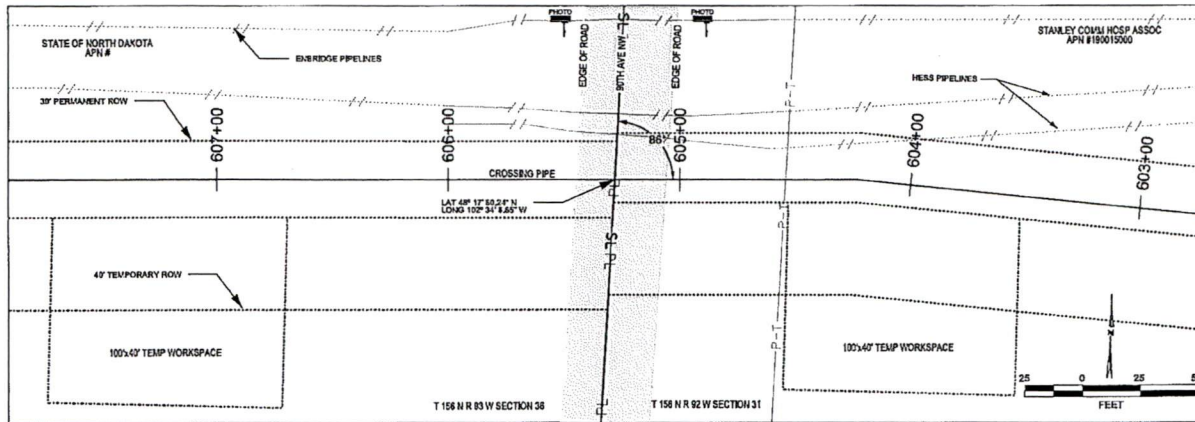
Reviewed by Mountrail County Road Engineer 17 day of May, 2012

[Signature]
Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this 5th day of June, 2012.

[Signature]

Chairman of the Board
Mountrail County Board of County Commissioners



DESIGN AND CONSTRUCTION:

1. DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
2. CROSSING PIPE SPECIFICATION:
BORE LENGTH: 180'
10" x 0.344" W.T., API 5L X-52
COATED WITH 14-18 MIL FBE WITH 40 MIL ARO
3. SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
4. MAX OPERATING PRESSURE 1480 PSIG
5. INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
6. HYDROTEST PRESSURE 1850 PSIG
7. INSTALLATION METHOD: BORE
8. CARRIER PIPE NOT ENCASED
9. PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
10. MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

1. ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVDES.
2. STATIONING IS BASED ON HORIZONTAL DISTANCES.
3. ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
5. CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0555 OR 811 3 DAYS PRIOR TO DIGGING.

LEGEND

1"=0' SCALE	PIPE POINT	VALVE	SAVED NEEDLE	REST LINE
TRACT BOUNDARY	DESIGN MARKER	BASED TYPE	PRO TRAP	
RELATION	WARNING SIGN	CONC. CURB/TIE PIPE	RECTIFIER	
PROPOSED PIPELINE	MARKED GRADE	CONCRETE FENCE	PROPERTY LINE	
FENCE	GRA PAVEMENT	CONCRETE FENCE	ENRIDGE	
ROADWAY	SEWER LINE	SECTION LINE	UTILITY	

PIPE SUMMARY

FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE	TYPE

PIPE SPECIFICATIONS

LN. FT.	MR. NO.	DESCRIPTION	LN. FT.
	9	RESERVED FOR CONSTRUCTION	

REVISIONS

NO.	DATE	BY	CHKD	DATE
1	JUN 08			4-11-08

PREPARED BY
ROONEY ENGINEERING INC.
12201 E. ARAPAHOE RD., #C-10
CENTENNIAL, CO 80112
(303) 776-0911

PLAINS ALL AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
90TH AVE NW BORE

SCALE	AS SHOWN	DATE	PROJECT NO.	DRAWING NO.
DRAWN BY	JL	8/24/11	02826	16785-M-1019
CHKD BY	GB	8/24/11		
ENGR.	GB	8/24/11		



LOOKING SOUTH ON EAST SIDE OF ROAD



LOOKING SOUTH ON WEST SIDE OF ROAD

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648 _____
(Company) (Address)

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(Please include 911 Route #)

Route Old Highway 2 in Section(s) 22,15, Township 156 N, Range 93 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
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Dated this 7th day of May 2012.

Ted E. Hoza

Authorized Agent of Utility Company Ted Hoza Supervisor Land

713-993-5233

Telephone Number

County Auditor: Please return a copy of the signed permit to:

B.J. Kadrmas Inc.

Company or Agent Name

PO Box 1282

Mailing Address

Dickinson ND 58602

City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this 11th day May, 2012.

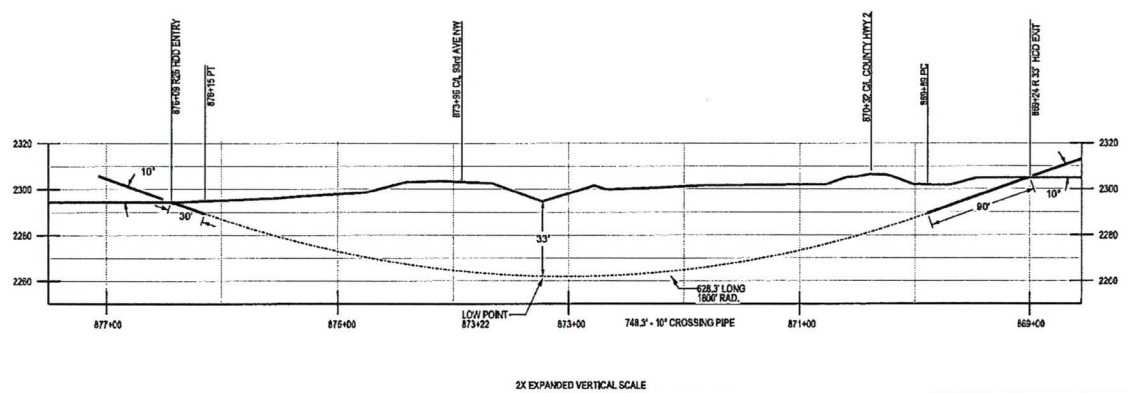
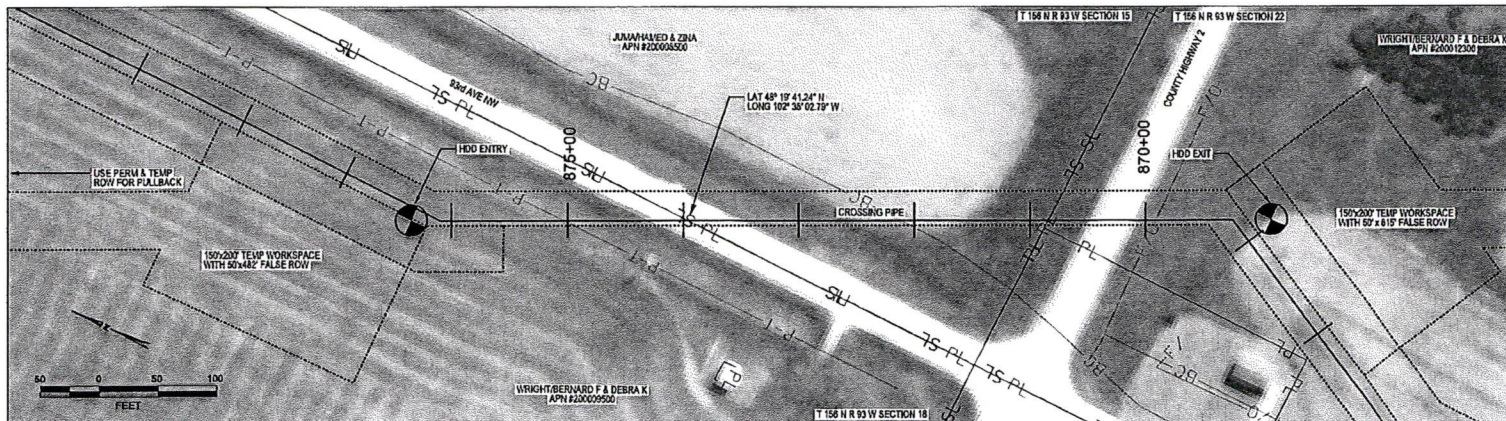
Jean M. Hollerum
Signature, County Auditor

Reviewed by Mountrail County Road Engineer 17 day May, 2012.

[Signature]
Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this 5th day of June 2012.

[Signature]
Chairman of the Board
Mountrail County Board of County Commissioners



* NO GEOTECHNICAL DATA AVAILABLE AT THIS TIME

DESIGN AND CONSTRUCTION:

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSROAD PIPE SPECIFICATION:
HDD LENGTH: 748.3'
HDD RADIUS: 1800'
10" x 0.344" W.T., API 5L X-52
COATED WITH 14-18 MIL FBE, 40 MIL ARO
- SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE 1480 PSIG
- INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE: 1850 PSIG
- INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL (HDD)
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.
- PIPE / AMBIENT TEMPERATURE MUST BE NO LESS THAN 40° F DURING PULLBACK.
- CONDUCT 4-HOUR PRE-INSTALLATION HYDROTEST OF HDD PIPE STRING TO 1850 PSIG.

NOTES:

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- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0555 OR 611 3 DAYS PRIOR TO DIGGING. NDCC UTILITY LOCATES MAY ALSO BE SCHEDULED ON LINE AT WWW.NDCCALL.COM.

LEGEND

PIPE SUMMARY				PIPE SPECIFICATIONS				REVISIONS				
FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE	DESCRIPTION	BY	DATE	APP	DATE
								RETURN FOR CONSTRUCTION	JM	BL		4-11-15

PREPARED BY

ROONEY ENGINEERING INC.
12291 E. ARAPAHOE RD., 4C-10
COSTA MESA, CO 80112
(970) 792-8911

PLAINS ALL AMERICAN PIPELINE, L.P.
NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
HIGHWAY 2 AND 93RD AVE DIRECTIONAL DRILL

SCALE:	AS SHOWN	DATE:	PROJECT NO.	DRAWING NO.
DRAWN BY:	BL	DATE:	02826	15785-D-1003
CHECKED BY:	BL	DATE:		
ENGR. BY:	BL	DATE:		

RECEIPT

North Dakota Department of Transportation
 SFN 4200 (Rev. 2-2010)

Mail remittance to:
 WILLISTON DISTRICT OFFICE
 ND DEPARTMENT OF TRANSPORTATION
 PO BOX 698
 WILLISTON ND 58802-0698

Prepared By <i>Ryan</i>	Cash <i>Check</i>	Credit Card	Charge	On Account
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Website: www.dot.nd.gov

Customer <i>B.J. Kadmas, Inc.</i>
Address <i>PO Box 1282</i>
City/State/Zip <i>Dickinson, ND 58602-1282</i>

Date <i>June 7, 2012</i>
NO. R 7 1819

QUAN.	DESCRIPTION	PRICE	AMOUNT
	<i>Utility Permit # 72029</i>		<i>\$ 100 00</i>
	<i>Received check # 23463 dated 5-27-12</i>		
TOTAL			<i>\$ 100 00</i>

Ref. Line	Account	Fund	Dept. ID	Projects		Resource		Amount
				Project I.D.	Activity	Type	Catg.	
<i>01</i>	<i>474035</i>	<i>200</i>	<i>0007</i>					<i>\$ 100 00</i>
<i>02</i>								
<i>03</i>								
<i>04</i>								

White - Customer Yellow - Financial Management Pink - Division/District

UTILITY OCCUPANCY APPLICATION AND PERMIT

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

Document Number <u>72029</u>	(FOR STATE USE ONLY)	Permit Number <u>7-2-79.1731</u>
------------------------------	----------------------	----------------------------------

APPLICANT INFORMATION

Owner of Facility <u>Plains Pipeline, L.P.</u>		City <u>Houston</u>	State <u>TX</u>	Zip Code <u>77002</u>
Mailing Address <u>P. O. Box 4648 Houston, TX 77210</u>				Telephone Number <u>(713) 646-4100</u>
Owner's Agent <u>Ted Hoz</u>	City <u>Houston</u>	State <u>TX</u>	Zip Code <u>77002</u>	Telephone Number <u>(713) 993-5233</u>
Owner's Contractor		City	State	Telephone Number

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 79.1731 End Ref. Point _____

Highway No. <u>2</u>	<input type="checkbox"/> Along or <input checked="" type="checkbox"/> Across	Lanes of traffic <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 4
Direction <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W	Begin <u>914.21</u> feet from reference marker <u>79</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>Ross, ND</u> or _____ miles from junction highway _____		

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility <u>Crude Oil Pipeline</u>		
Size of Facility <u>10", 0.344" Wall, X52 line pipe</u>	Number of Cables <u>NA</u>	Length of Down Guys <u>NA</u>
Pipeline Pressure <u>1,440 psig</u>	Size of Casing <u>NA/Heavy Wall Pipe</u>	Length of Casing <u>NA</u>
Location of Pole(s) <u>NA</u>	Location of Appurtenances <u>NA</u>	Location - Others <u>NA</u>

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.

R

(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.

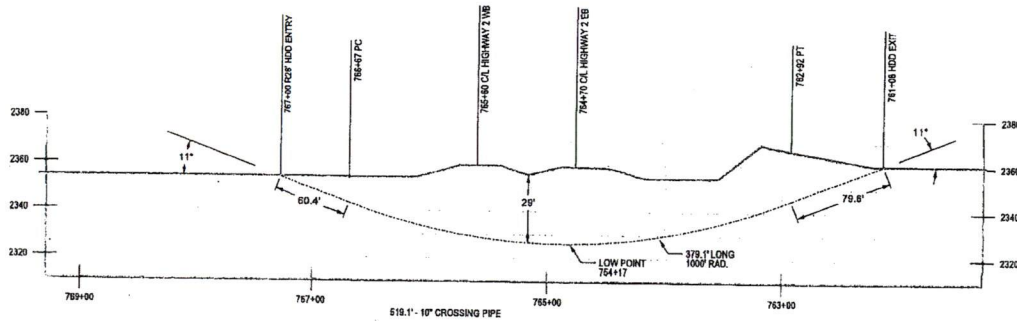
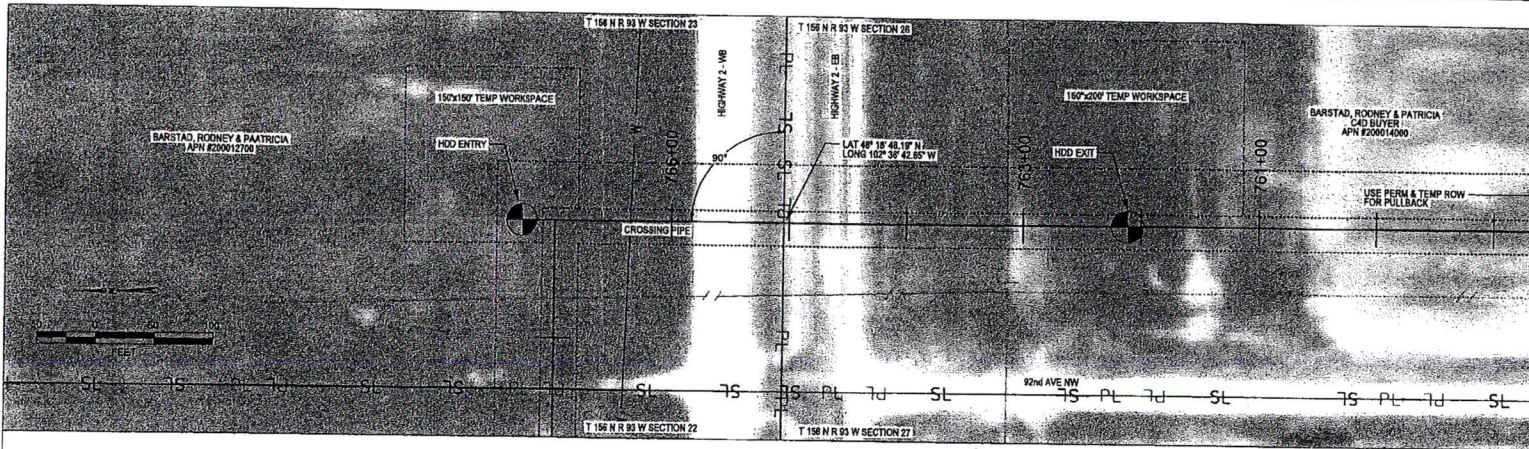
(I) The installation shall be completed on or before July 15, 2012

May 8, 2012 DATE Ted E. Hoz OWNER'S SIGNATURE
Supervisor Land & Row
Plains Pipeline, L.P.

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 60 day of JUNE, 2012

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Walter A. Peters
DISTRICT ENGINEER (TYPE OR PRINT)
Walter A. Peters
SIGNATURE



* NO GEOTECHNICAL DATA AVAILABLE AT THIS TIME

DESIGN AND CONSTRUCTION:

NOTES:

2X EXPANDED VERTICAL SCALE

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSING PIPE SPECIFICATION:
HDD LENGTH: 518.1'
HDD RADIUS: 1000'
10" x 0.344" W.T., API 5L X-52
COATED WITH 14-16 MIL FBE, 40 MIL ARO
- SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE 1480 PSIG
- INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE 1850 PSIG
- INSTALLATION METHOD: HORIZONTAL DIRECTIONAL DRILL (HDD)
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.
- PIPE / AMBIENT TEMPERATURE MUST BE NO LESS THAN 40° F DURING PULLBACK.
- CONDUCT 4-HOUR PRE-INSTALLATION HYDROTEST OF HDD PIPE STRING TO 1850 PSIG.

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVD83.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0555 OR 811 3 DAYS PRIOR TO DIGGING. NDCC UTILITY LOCATES MAY ALSO BE SCHEDULED ON LINE AT WWW.NDCCGALL.COM.

LEGEND	
	HDD ENTRY
	HDD EXIT
	TRACT MARKER
	UTILITY MARKER
	WARNING SIGN
	PROPERTY LINE
	FENCE
	HIGHWAY
	EASEMENT
	RIGHT-OF-WAY
	UTILITY

PIPE SUMMARY			
FROM	TO	LN. FT.	TYPE

PIPE SPECIFICATIONS		REVISIONS			PREPARED BY	
DESCRIPTION	LN. FT.	REV. NO.	DESCRIPTION	OWN	CHG	DATE

ROONEY ENGINEERING INC.
12201 E. ARAPAHOE RD., SC-10
CENTENNIAL, CO 80112
(303) 792-8911

PLAINS ALL AMERICAN PIPELINE, L.P.
NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
HIGHWAY 2 DIRECTIONAL DRILL

SCALE	AS SHOWN	DATE	PROJECT NO.	DRAWING NO.

RECEIPT

North Dakota Department of Transportation
SFN 4200 (Rev. 2-2010)

Mail remittance to:
WILLISTON DISTRICT OFFICE
ND DEPARTMENT OF TRANSPORTATION
PO BOX 698
WILLISTON ND 58802-0698

Prepared By <i>Jan</i>	Cash <i>check</i>	Credit Card	Charge	On Account
---------------------------	----------------------	-------------	--------	------------

Website: www.dot.nd.gov

Customer <i>B. J. Kadrmaz, Inc</i>
Address <i>PO Box 1282</i>
City/State/Zip <i>Dickinson, ND 58602-1282</i>

Date <i>June 8, 2012</i>
NO. <i>R 7 1832</i>

QUAN.	DESCRIPTION	PRICE	AMOUNT
	<i>Utility Permit # 72039 (Plains Pipeline)</i>		<i>\$ 100 00</i>
	<i>Received check # 23464 dated 5-27-12</i>		
TOTAL			<i>\$ 100 00</i>

Ref. Line	Account	Fund	Dept. ID	Projects		Resource		Amount
				Project I.D.	Activity	Type	Catg.	
<i>01</i>	<i>474035</i>	<i>200</i>	<i>0001</i>					<i>\$ 100 00</i>
<i>02</i>								
<i>03</i>								
<i>04</i>								

White - Customer Yellow - Financial Management Pink - Division/District

UTILITY OCCUPANCY APPLICATION AND PERMIT

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

Document Number <u>72039</u>	(FOR STATE USE ONLY)	Permit Number <u>7-8-154.5581</u>
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APPLICANT INFORMATION

Owner of Facility <u>Plains Pipeline, L.P.</u>		City <u>Houston</u>	State <u>TX</u>	Zip Code <u>77002</u>
Mailing Address <u>P. O. Box 4648 Houston, TX 77210</u>			Telephone Number <u>(713) 646-4100</u>	
Owner's Agent <u>Ted Hoz</u>	City <u>Houston</u>	State <u>TX</u>	Zip Code <u>77002</u>	Telephone Number <u>(713) 993-5233</u>
Owner's Contractor		City	State	Telephone Number

LOCATION NO. 1 (FOR STATE USE ONLY) Begin Ref. Point 154,5581 End Ref. Point _____

Highway No. <u>8</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 checked="" type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	Begin <u>7412.47</u> '	feet from reference marker <u>155.962</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 type="checkbox"/> W from city of <u>Stanley, ND</u> or _____ miles from junction highway _____		

TYPE OF FACILITY (Complete appropriate spaces only.)

Description of Proposed Facility <u>Crude Oil Pipeline</u>		
Size of Facility <u>10", 0.344" Wall, X52 line pipe</u>	Number of Cables <u>NA</u>	Length of Down Guys <u>NA</u>
Pipeline Pressure <u>1,440 psig</u>	Size of Casing <u>NA/Heavy Wall Pipe</u>	Length of Casing <u>NA</u>
Location of Pole(s) <u>NA</u>	Location of Appurtenances <u>NA</u>	Location - Others <u>NA</u>

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.

R

(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.

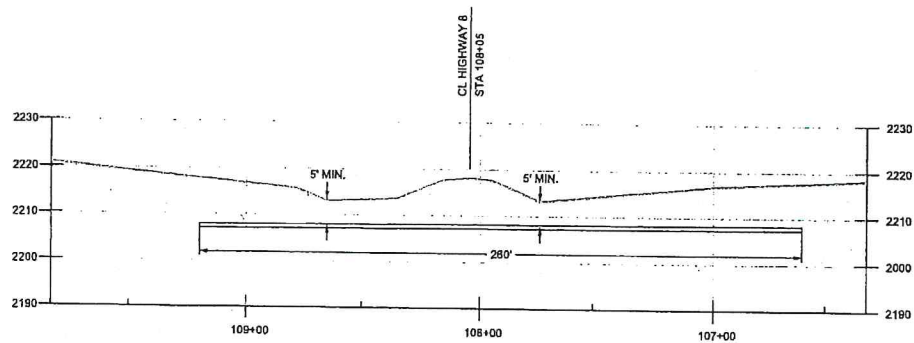
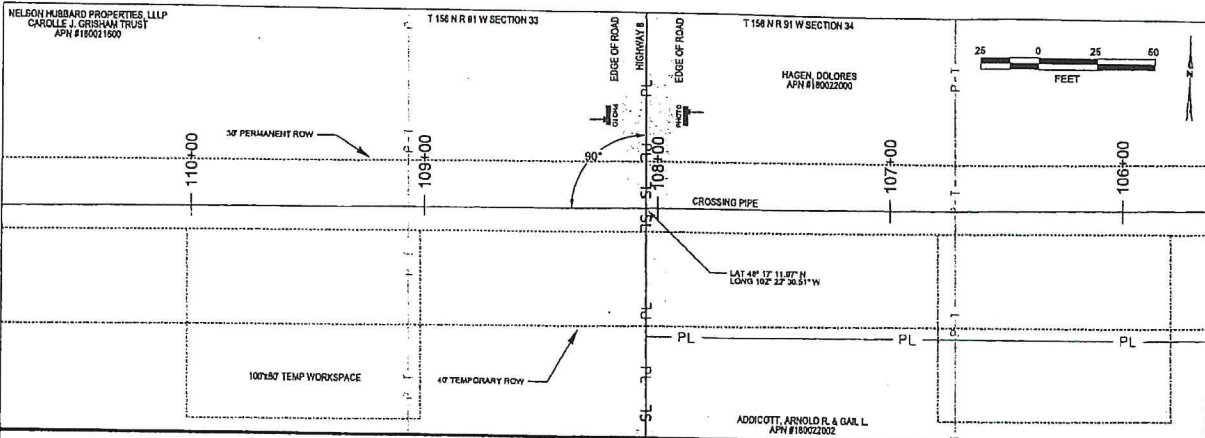
(I) The installation shall be completed on or before July 15, 2012

May 8, 2012 DATE Ted E. HoZ OWNER'S SIGNATURE
Ted E. HoZ
Supervisor Hand & Row
Plains Pipeline

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 6 day of JUNE, 2012

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Walter A. Petersen
DISTRICT ENGINEER (TYPE OR PRINT)
Walt A. Petersen
SIGNATURE

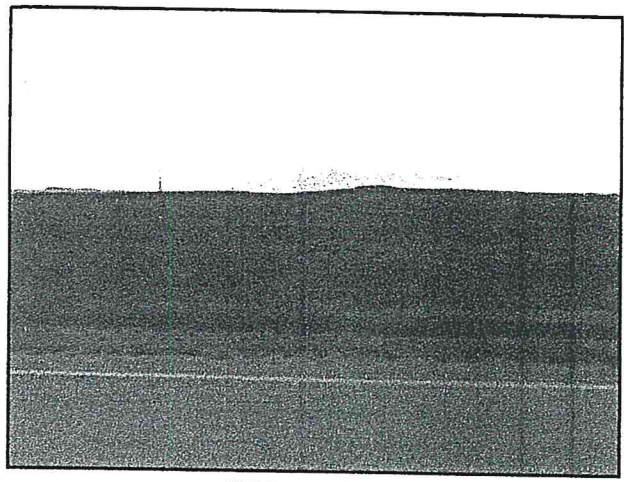


DESIGN AND CONSTRUCTION:

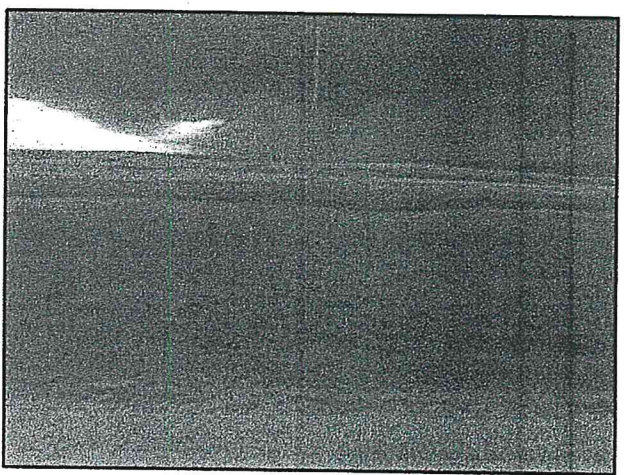
- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSING PIPE SPECIFICATION:
BORE LENGTH: 260'
10" X 0.344" WT., API 5L X-52
COATED WITH 14-16 MIL FBE WITH 40 MIL ARO
- SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE 1400 PSIG
- INTERNAL DESIGN PRESSURE 1400 PSIG (BEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE 1650 PSIG
- INSTALLATION METHOD: BORE
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, US FEET. ALL MSL ELEVATIONS ARE NAVD88.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-785-0555 OR 811 3 DAYS PRIOR TO DIGGING.



LOOKING SOUTH ON WEST SIDE OF ROAD



LOOKING SOUTH ON EAST SIDE OF ROAD

LEGEND

PROXY	WELL FOOT	WATER TOWER	POWER LINE	PROPERTY LINE
TRUCK NUMBER	WELL HEAD	CARTRIDGE	CONCRETE PIPE	NO TRAP
ESD/VALVE	WARNING SIGN	CONCRETE PIPE	CONCRETE PIPE	WATER TOWER
FOREIGN PIPELINE	WATER GALE	COUNTY ROAD	PROPERTY LINE	
FENCE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
RAILROAD	STATE LINE	SECTION LINE	SECTION LINE	SECTION LINE

PIPE SUMMARY

FROM	TO	LEN. FT.	TYPE	FROM	TO	LEN. FT.	TYPE	TYPE

PIPE SPECIFICATIONS

DESCRIPTION	LEN. FT.	SP. NO.

REVISIONS

NO.	DATE	BY	CHKD	DATE

ROONEY ENGINEERING INC.
1201 E. ARAPAHOE RD., AC-10
CENTENNIAL, CO 80112
(303) 782-9911

PLAINS ALL AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
HIGHWAY 8 BORE

SCALE: AS SHOWN DATE: 8-26-11 PROJECT NO.: 02625 DRAWING NO.: 15786-M-1011

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648 _____
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 84th Avenue NW in Section(s) 31, Township 156 N, Range 91 W and Section(s) 36, Township 156 N, Range 92 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

TED E. HOZ
Authorized Agent of Utility Company Ted Hoz Supervisor Land

713-993-5233
Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadomas, Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this _____ day _____, 2011.

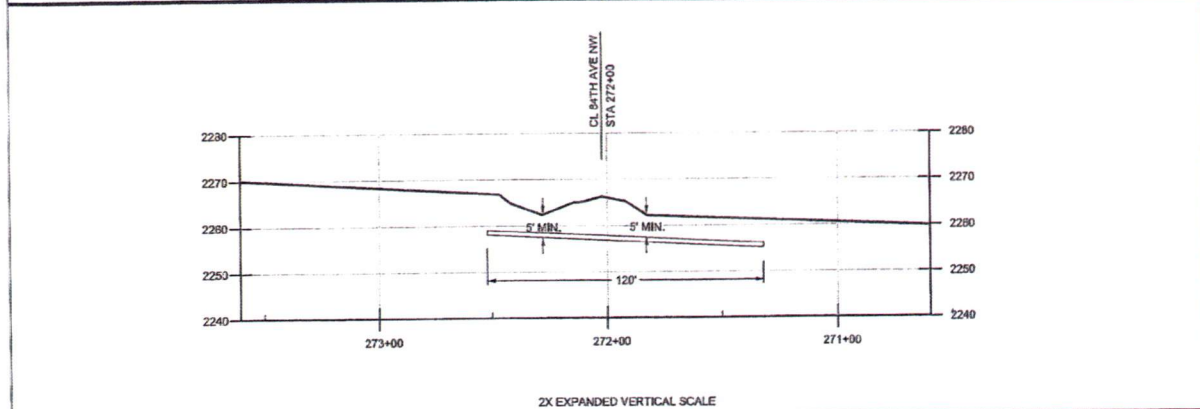
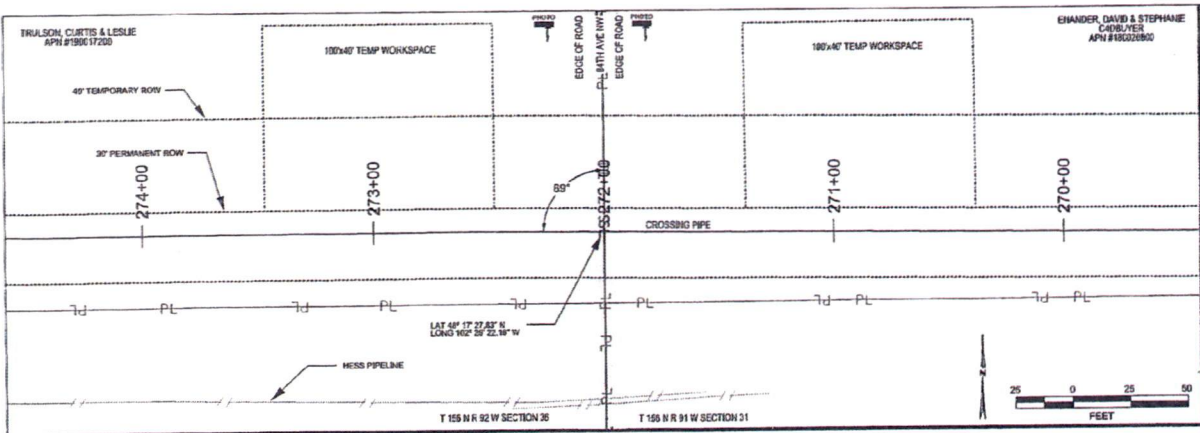
Signature, County Auditor

Reviewed by Mountrail County Road Engineer _____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners



LOOKING SOUTH ON EAST SIDE OF ROAD



LOOKING SOUTH ON WEST SIDE OF ROAD

DESIGN AND CONSTRUCTION:

1. DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
2. CROSSING PIPE SPECIFICATION:
BORE LENGTH: 120'
10" x 0.344" W.T., API 5L X-52
COATED WITH 14-16 MIL FBE WITH 40 MIL ARO
3. SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
4. MAX OPERATING PRESSURE: 1480 PSIG
5. INTERNAL DESIGN PRESSURE: 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
6. HYDROTEST PRESSURE: 1850 PSIG
7. INSTALLATION METHOD: BORE
8. CARRIER PIPE NOT ENCASED
9. PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
10. MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

1. ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVD83.
2. STATIONING IS BASED ON HORIZONTAL DISTANCES.
3. ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
5. CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0555 OR 811 3 DAYS PRIOR TO DIGGING.

LEGEND

INCH VALUE	PILE POINT	EDGE MARK	EDGE MARK
TRUCK MARKER	ENCASING MARKER	COATED PIPE	PIPE TAP
ISOLATION	WARNING SIGN	CONC. COATED PIPE	TESTER
PROPOSED PIPELINE	EXISTING PIPELINE	COMPANION	PROPOSED BORE
EXISTING	EXISTING PIPELINE	ENCASING	EXISTING
ENCASING	ENCASING	ENCASING	ENCASING

PIPE SEGMENT				PIPE SPECIFICATIONS				REVISIONS				
FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE	NO.	DATE	BY	CHKD	DATE
								1	08/11/12	JAR	UB	8-13-12

PREPARED BY

ROONEY ENGINEERING INC.
1231 E. ARAFAIDE RD., BC-10
CENTENNIAL, CO 80112
(303) 790-0911

PLAINS
ALL AMERICAN
PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
84TH AVE MW BORE

SCALE:	AS SHOWN	DATE:	02/28/12	DRAWING NO.:	15765-AA-1013
DATE PLOTTED:	08/11/12	DATE:	08/11/12	REVISION:	0
CONV. BY:	UB	DATE:	08/11/12		
ENGR.:	UB	DATE:	08/11/12		

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen Insurance UK Limited	11680
	INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M STR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2.80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER

CANCELLATION

<p>11790214</p> <p>Mountrail County, ND 6160 Hwy 8 Stanley ND 58784</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>[Signature]</i></p>
---	--

All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648 _____
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 83rd Avenue NW in Section(s) 31,32, Township 156 N, Range 91 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

Ted E. Hoza
Authorized Agent of Utility Company Ted Hoza Supervisor hand

713-993-5233
Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadrmas Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this _____ day _____, 2011.

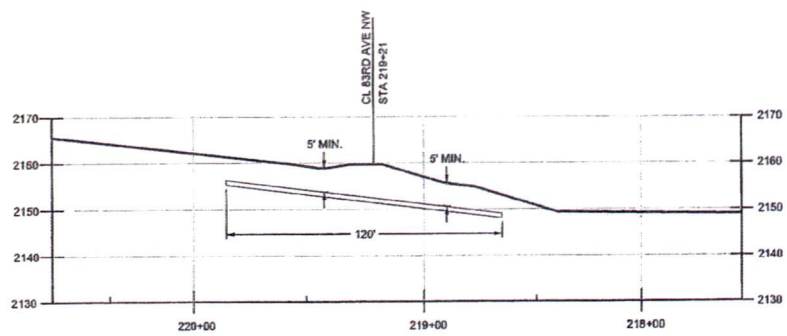
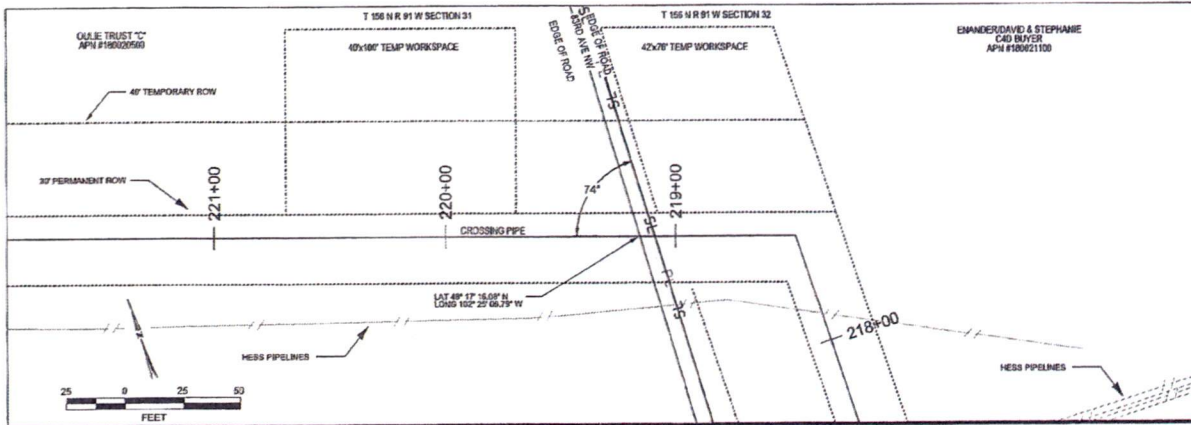
Signature, County Auditor

Reviewed by Mountrail County Road Engineer _____ day _____, 2011.

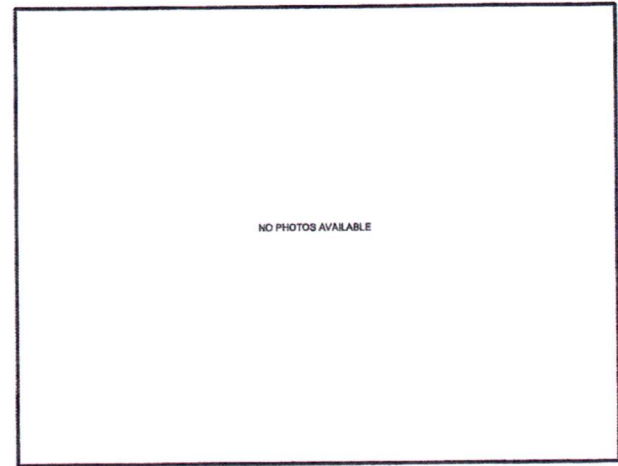
Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners



2X EXPANDED VERTICAL SCALE



DESIGN AND CONSTRUCTION:

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 192 & ASME B31.4
- CROSSING PIPE SPECIFICATION:
BORE LENGTH: 120'
10" x 0.344" W.T., API 5L X-52
COATED WITH 14-16 MIL FBE WITH 40 MIL ARO
- SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE 1450 PSIG
- INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE 1950 PSIG
- INSTALLATION METHOD: BORE
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVD83.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- RODNEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF RODNEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0555 OR 811 3 DAYS PRIOR TO DIGGING.

LEGEND

DWG	UTILES	FILE POST	PIPE	FINER BODDY	SELF LOG
TRUCK MARKER	ENCASED MARKER	CRATED PIPE	PG STRAP		
EQUATION	WARNING SIGN	CONC. CONCRETE PIPE	RECEPTOR		
FOREIGN PIPELINE	BURIED CABLE	COMPARISON	PROPERTY LINE		
PERCE	CULVERT	FOURSPRINGER	ENCAS		
SEWER	SEWER LINE	SECTION LINE	UG UTILITY		

PIPE SUMMARY

FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE	TYPE

PIPE SPECIFICATIONS

DESCRIPTION	LN. FT.	SEC. NO.	REVISIONS

PREPARED BY
RODNEY ENGINEERING INC.
11201 E. ARAPAHOE RD., SC-10
CENTENNIAL, CO 80112
(303) 730-5911

PLAINS ALL AMERICAN PIPELINE L.P.
NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO RCSS TERMINAL
83RD AVE NW BORE

SCALE:	AS SHOWN	DATE:	12-20-21	PROJECT NO.:	02826	REVISION NO.:	15785-M-1012A
DATE:	03-24-21	DATE:	03-24-21	DATE:	03-24-21	DATE:	03-24-21

CERTIFICATE OF LIABILITY INSURANCE

6/1/2012

DATE (MM/DD/YYYY)
5/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

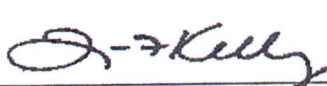
PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1317577 PLAINS ALL AMERICAN PIPELINE, L.P. PLAINS MARKETING, L.P. PLAINS PIPELINE, L.P. 333 CLAY STREET, SUITE 1600 HOUSTON TX 77002	INSURER(S) AFFORDING COVERAGE INSURER A: Aspen Insurance UK Limited NAIC # 11680 INSURER B: National Union Fire Ins Co Pittsburgh PA 19445 INSURER C: New Hampshire Insurance Company 23841 INSURER D: INSURER E: INSURER F:

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI/9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2.80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER	CANCELLATION
11790214 Mountrail County, ND 6160 Hwy 8 Stanley ND 58784	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 82nd Avenue NW in Section(s) 32,33, Township 156 N, Range 91 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

Ted E. Hoza

Authorized Agent of Utility Company Ted Hoza Supervisor Land

713-993-5233

Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadrmas, Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this ____ day _____, 2011.

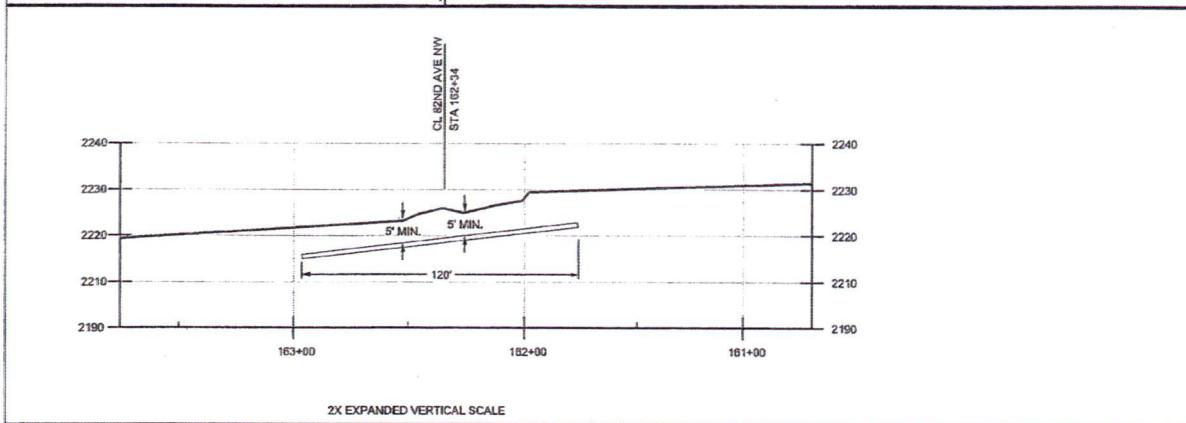
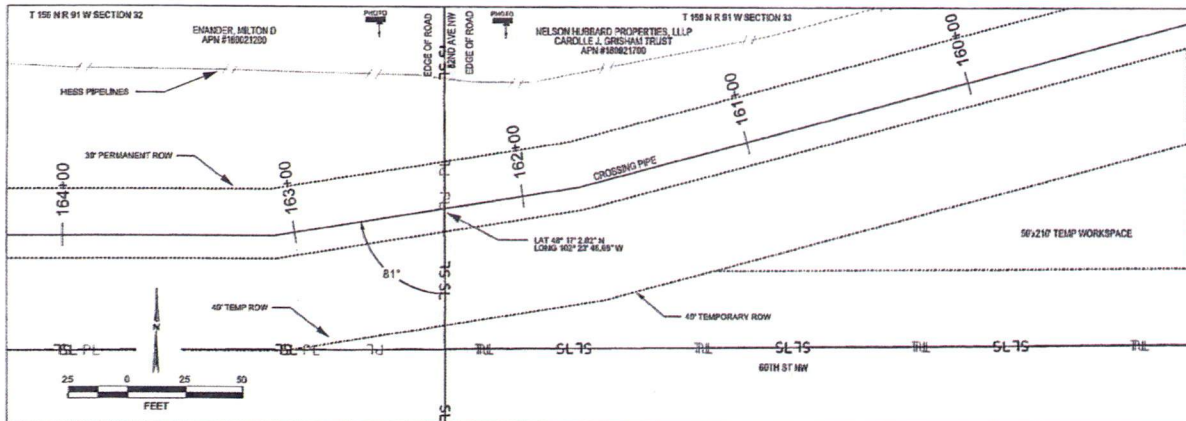
Signature, County Auditor

Reviewed by Mountrail County Road Engineer ____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners

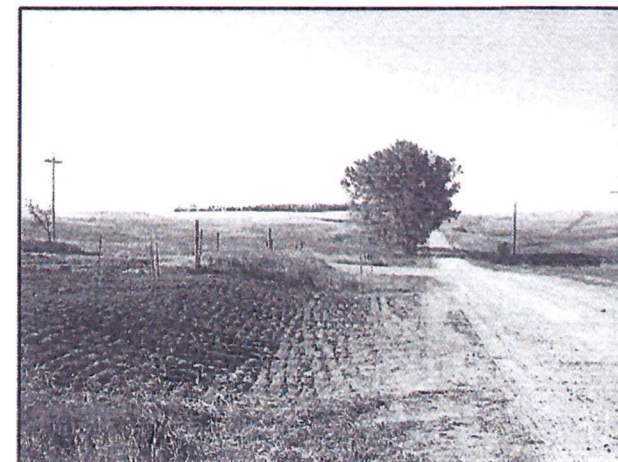


DESIGN AND CONSTRUCTION:

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSING PIPE SPECIFICATION:
BORE LENGTH: 127'
10" x 0.244" WALL, API SL X-52
COATED WITH 14-16 MIL FBE WITH 40 MIL ARO
- SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE: 1480 PSIG
- INTERNAL DESIGN PRESSURE: 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE: 1850 PSIG
- INSTALLATION METHOD: BORE
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVD83.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0553 OR 811 3 DAYS PRIOR TO DIGGING.



LOOKING SOUTH ON EAST SIDE OF ROAD



LOOKING SOUTH ON WEST SIDE OF ROAD

LEGEND

WAVE	WELL POINT	WATER MOUNT	TEST WARD
TRACT BARRIER	GROUND ANCHOR	CATED PIPE	PIE TRAP
ROADWAY	UTILITY BOX	CONC. COATED PIPE	RECEIVER
PERIODIC PIPELINE	SUBSCALE	COUNTY LINE	PROPERTY LINE
TRUCK	GRAV. PAVT.	BOUNDARY	ENCLOS.
WATERWAY	BASE LINC.	SECTION LINE	UTILITY

PIPE SUMMARY

FROM		TO		LN. FT.	TYPE	FROM		TO		LN. FT.	TYPE

PIPE SPECIFICATIONS

DESCRIPTION	LN. FT.	NO. JOINTS

REVISIONS

NO.	DESCRIPTION	BY	CHKD	DATE
1	ISSUED FOR CONSTRUCTION	JV	CB	4-13-12

PLAINS ALL AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
82ND AVE NW BORE

SCALE: AS SHOWN | SHEET NO. 02826 | DRAWING NO. 15786-04-1012

ROONEY ENGINEERING INC.
13201 E. JORDANCE RD., 4C-10
CENTENNIAL, CO 80112
(303) 792-8911

CERTIFICATE OF LIABILITY INSURANCE 6/1/2012

DATE (MM/DD/YYYY)
5/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1317577 PLAINS ALL AMERICAN PIPELINE, L.P. PLAINS MARKETING, L.P. PLAINS PIPELINE, L.P. 333 CLAY STREET, SUITE 1600 HOUSTON TX 77002	INSURER A : Aspen Insurance UK Limited	11680
	INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2. 80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER

CANCELLATION

11790214 Mountrail County, ND 6160 Hwy 8 Stanley ND 58784	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 61st Street NW in Section(s) 26, 35, Township 156 N, Range 91 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

Ted E. Hoza

Authorized Agent of Utility Company Ted Hoza Supervisor hand

713-993-5233

Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadrmias, Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this ____ day _____, 2011.

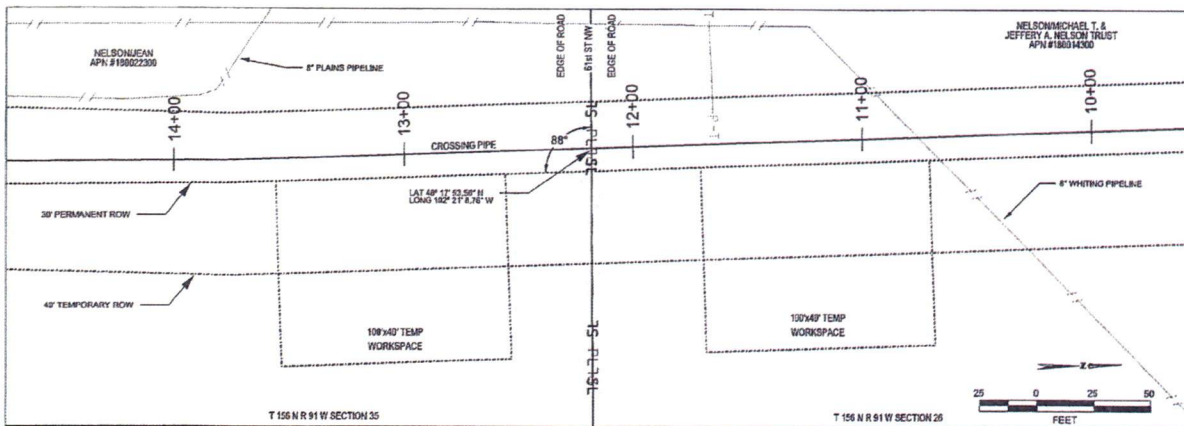
Signature, County Auditor

Reviewed by Mountrail County Road Engineer ____ day _____, 2011.

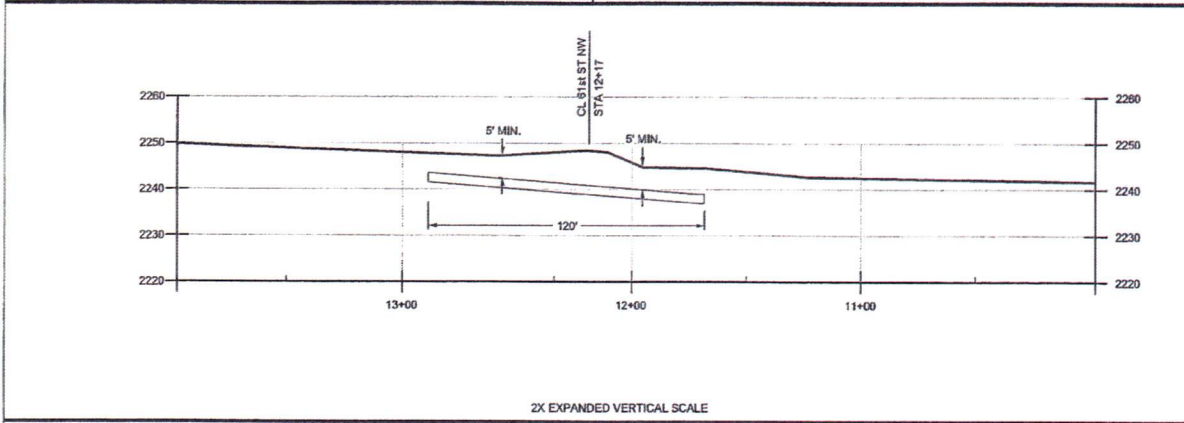
Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners



NO PHOTO AVAILABLE



NO PHOTO AVAILABLE

DESIGN AND CONSTRUCTION:

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSING PIPE SPECIFICATION:
 SORE LENGTH: 120'
 10" x 0.344" W.T., API 5L X-82
 COATED WITH 14-16 MIL FBE WITH 40 MIL ARO
- SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE 1480 PSIG
- INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE 1850 PSIG
- INSTALLATION METHOD: BORE
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVDES.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0555 OR 611 3 DAYS PRIOR TO DIGGING.

LEGEND

INCH MARK	WIRE POST	ROCKY POINT	REST LEAD
ROADWAY	CROSSING PIPE	CROSSING PIPE	PIG TRAP
ROADWAY	WARRANTY SIGN	COAL COATED PIPE	RECTIFIER
ROADWAY	ROADWAY	COAL COATED PIPE	RECTIFIER
ROADWAY	ROADWAY	COAL COATED PIPE	RECTIFIER
ROADWAY	ROADWAY	COAL COATED PIPE	RECTIFIER
ROADWAY	ROADWAY	COAL COATED PIPE	RECTIFIER
ROADWAY	ROADWAY	COAL COATED PIPE	RECTIFIER
ROADWAY	ROADWAY	COAL COATED PIPE	RECTIFIER
ROADWAY	ROADWAY	COAL COATED PIPE	RECTIFIER

PIPE SUMMARY

FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE

PIPE SPECIFICATIONS

DESCRIPTION	LN. FT.	NO. JOINTS

REVISIONS

DESCRIPTION	DWN	CHG	DATE
ISSUED FOR CONSTRUCTION	JW	CB	6-15-18

PREPARED BY

ROONEY ENGINEERING INC.
 1301 E. ARKPAKOE RD., 4C-10
 CENTENNIAL, CO 80112
 (303) 792-9911

PLAINS ALL AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
 10" CRUDE OIL PIPELINE
 FROM NELSON FACILITY TO ROSS TERMINAL
 61st ST NW BORE

SCALE:	AS SHOWN	DATE:	6-15-18
DRAWN BY:	TL	DESIGNED BY:	CB
CHECKED BY:	CB	PROJECT NO.:	02928
DATE:	06/15/18	DRAWING NO.:	15765-M-1010
		REVISION:	0

CERTIFICATE OF LIABILITY INSURANCE

6/1/2012

DATE (MM/DD/YYYY)
5/3/2012

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PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Aspen Insurance UK Limited		11680
INSURER B : National Union Fire Ins Co Pittsburgh PA		19445
INSURER C : New Hampshire Insurance Company		23841
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1317577
PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2.80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER

CANCELLATION

<p>11790214</p> <p>Mountrail County, ND 6160 Hwy 8 Stanley ND 58784</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>J. Kelly</i></p>
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**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648 _____
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 89th Avenue NW in Section(s) 31,32, Township 156 N, Range 92 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
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5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
- (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
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I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

TED E HOZ

Authorized Agent of Utility Company Ted Hoz Supervisor Plains

713-993-5233

Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadmas, Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this _____ day _____, 2011.

Signature, County Auditor

Reviewed by Mountrail County Road Engineer _____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners

ACORD™

CERTIFICATE OF LIABILITY INSURANCE 6/1/2012

DATE (MM/DD/YYYY)
5/3/2012

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PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
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INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Aspen Insurance UK Limited		11680
INSURER B: National Union Fire Ins Co Pittsburgh PA		19445
INSURER C: New Hampshire Insurance Company		23841
INSURER D:		
INSURER E:		
INSURER F:		

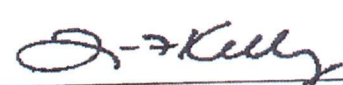
INSURED
1317577
PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2.80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER 11790214 Mountrail County, ND 6160 Hwy 8 Stanley ND 58784	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 88th Avenue NW in Section(s) 32,33, Township 156 N, Range 92 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

TED E. HOZ

Authorized Agent of Utility Company Ted Hoz Supervisor hand

713-993-5233

Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadomas, Inc, Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this _____ day _____, 2011.

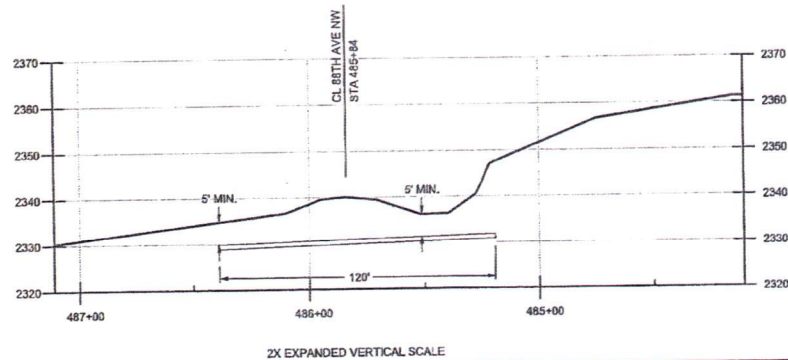
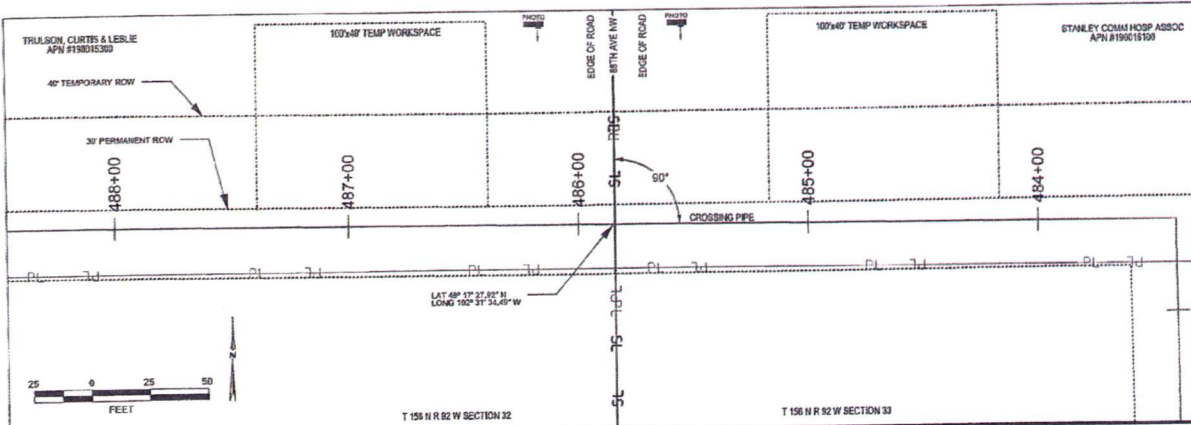
Signature, County Auditor

Reviewed by Mountrail County Road Engineer _____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners



LOOKING SOUTH ON EAST SIDE OF ROAD



LOOKING SOUTH ON WEST SIDE OF ROAD

DESIGN AND CONSTRUCTION:

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSING PIPE SPECIFICATION:**
BORE LENGTH: 120'
10" x 0.244" W.T., API 5L X-52
COATED WITH 14-18 MIL FBE WITH 40 MIL ALD
- SERVICE CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE 1480 PSIG
- INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE 1850 PSIG
- INSTALLATION METHOD: BORE
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVD83.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-785-8555 OR 811 3 DAYS PRIOR TO DIGGING.

LEGEND

1/2" DIA. VALVE	PIPE POINT	3/4" RIGID JOINT	1/2" DIA. VALVE
1/2" DIA. VALVE	GROUND MARKER	CASED PIPE	PO HUMP
1/2" DIA. VALVE	WARNING SIGN	CONCRETE COATED PIPE	RECEPT
1/2" DIA. VALVE	1/2" DIA. VALVE	CONCRETE VALVE	PROPERTY LINE
1/2" DIA. VALVE	1/2" DIA. VALVE	1/2" DIA. VALVE	1/2" DIA. VALVE
1/2" DIA. VALVE	1/2" DIA. VALVE	1/2" DIA. VALVE	1/2" DIA. VALVE
1/2" DIA. VALVE	1/2" DIA. VALVE	1/2" DIA. VALVE	1/2" DIA. VALVE

PIPE SUMMARY

FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE	TYPE	DESCRIPTION	LN. FT.	NO.

REVISIONS

DESCRIPTION	BY	CHKD	DATE
REVISION FOR CORRECTION	JV	GR	6-14-15

PREPARED BY

ROONEY ENGINEERING INC.
13251 E. ARAPAHOE RD., PO-10
CENTENNIAL, CO 80112
(303) 785-8911

PLAINS ALL AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
88TH AVE NW BORE

SCALE:	AS SHOWN	DATE:	PROJECT NO.:	REVISION NO.:
DRAWN BY:	TR	6-23-15	15785-M-1017	
CHECKED BY:	CB	6-23-15		
ENGR.:	GR	6-23-15		

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Aspen Insurance UK Limited	11680
		INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
		INSURER C : New Hampshire Insurance Company	23841
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED 1317577 PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SIR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

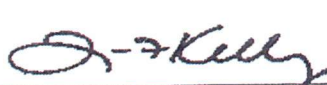
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2.80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER

11790214
Mountrail County, ND
6160 Hwy 8
Stanley ND 58784

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 87th Avenue NW in Section(s) 33,34, Township 156 N, Range 92 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
- (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

TED E. HOZ

Authorized Agent of Utility Company Supervisor Land

713-993-5233
Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadrmias, Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this ____ day _____, 2011.

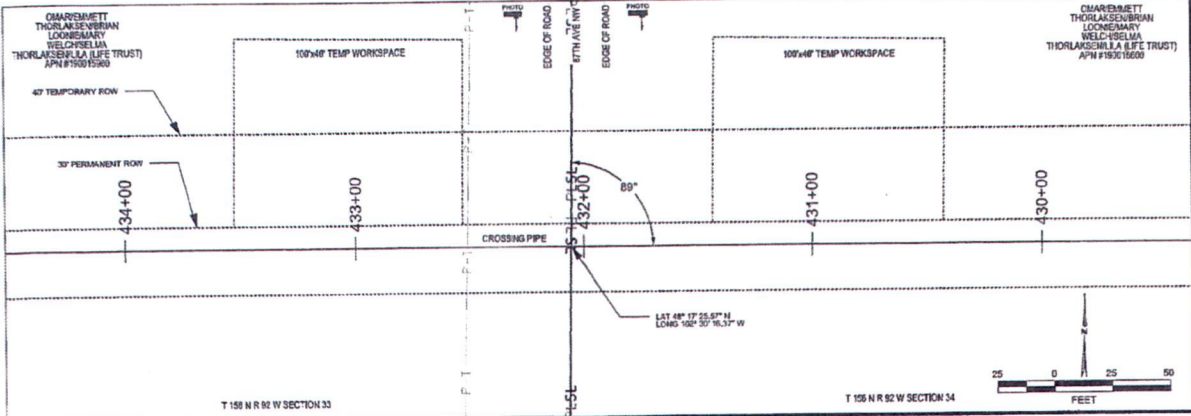
Signature, County Auditor

Reviewed by Mountrail County Road Engineer ____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

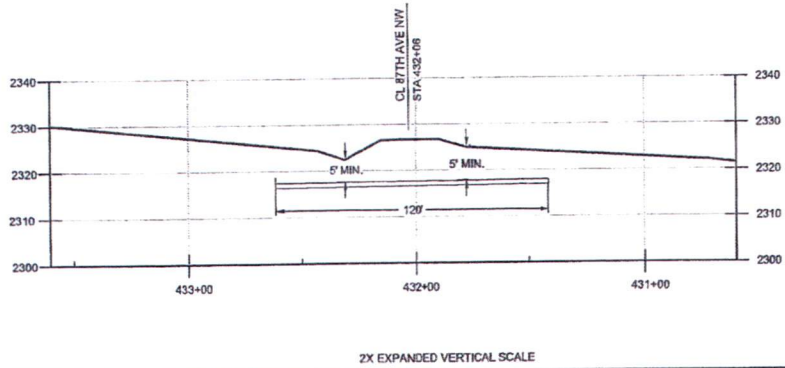
Chairman of the Board
Mountrail County Board of County Commissioners



LOOKING SOUTH ON EAST SIDE OF ROAD



LOOKING SOUTH ON WEST SIDE OF ROAD



DESIGN AND CONSTRUCTION:

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSING PIPE SPECIFICATION:
BORE LENGTH: 120'
10" x 0.344" W.T., API 8L X-52
COATED WITH 14-18 MIL FBE WITH 40 MIL ARO
- SERVICE CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE 1460 PSIG
- INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE 1800 PSIG
- INSTALLATION METHOD: BORE
- CARRIER PIPE NOT ENCASED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, USFEET. ALL MSL ELEVATIONS ARE NAVD83.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P. FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-9555 OR 811 3 DAYS PRIOR TO DIGGING.

LEGEND

INCH MARK	WELL POINT	ANCHOR BONDING	TEST LOG
WATER METER	WATER METER	GRADED PIPE	PIPE TEMP
ED-4000	WATER METER	CONC. COATED PIPE	PIPE COVER
PERMANENT PIPELINE	GRADED CANAL	ELECTRIFICATION	PROPERTY LINE
PERM	WATER METER	WATER METER	EDGE
WATERWAY	STATE LINE	SECTION LINE	UTILITY

PIPE SUMMARY				PIPE SPECIFICATIONS				REVISIONS				PREPARED BY	
FROM	TO	LN. FT.	TYPE	FROM	TO	LN. FT.	TYPE	NO.	DATE	DESCRIPTION	BY	CHKD	DATE
								1		ISSUED FOR REVIEW	AW	GB	4-10-12

ROONEY ENGINEERING INC.
12251 E. ARAPAHO RD., SC-10
CENTENNIAL, CO 80112
(303) 792-0911

PLAINS
ALL AMERICAN
PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
87TH AVE NW BORE

SCALE:	AS SHOWN	DATE:	4-10-12	PROJECT NO.:	15765-02-1016
DESIGN BY:	TL	CHECKED BY:	GB	DATE:	4-10-12
CONTRACT NO.:	GB	DATE:	4-10-12	REVISION:	5
ENGR. NO.:	GB	DATE:	4-10-12		

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

6/1/2012

DATE (MM/DD/YYYY)
5/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Aspen Insurance UK Limited	11680
	INSURER B : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D :	
	INSURER E :	
	INSURER F :	

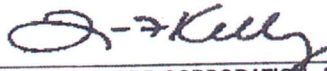
INSURED
1317577 PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FR E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2. 80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER 11790214 Mountrail County, ND 6160 Hwy 8 Stanley ND 58784	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 86th Avenue NW in Section(s) 34,35, Township 156 N, Range 92 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

5. The buried transmission facility to be installed by the utility company in crossing any existing road shall at a minimum comply with the following engineering standards:
 - (a) County paved roads or County roads treated with road stabilization materials may only be bored.
 - (b) All crossings of existing roads not trenched as in Section 5 below shall be bored to a depth of five (5) feet below original ground or ditch elevations.
 - (c) Pipe shall be cased or heavy wall pipe used.
 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
 - (f) All disturbed ground within right-of-way must be rehabilitated by covering with black dirt and seeding with an approved mix.
 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
7. Utility company must comply with all terms and conditions stated herein, with particular attention to the minimum engineering standards. Failure to comply with this CONDITIONAL CONSENT shall cause the consent to be rescinded and utility company must remove facility from right-of-way immediately or be responsible for the costs incurred by the County in removing the same. The County specifically reserves the right to remove the buried transmission facility from right-of-way for non-compliance and reimbursement will be made to the County by utility company for doing the same.

I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

Ted HoZ

Authorized Agent of Utility Company Ted HoZ Supervisor Land

713 - 993 - 5233

Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadamas, Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this ____ day _____, 2011.

Signature, County Auditor

Reviewed by Mountrail County Road Engineer ____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

Chairman of the Board
Mountrail County Board of County Commissioners

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Aspen Insurance UK Limited		11680
INSURER B : National Union Fire Ins Co Pittsburgh PA		19445
INSURER C : New Hampshire Insurance Company		23841
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1317577 PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX

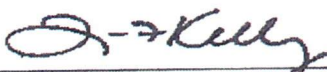
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INSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2. 80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER

CANCELLATION

11790214 Mountrail County, ND 6160 Hwy 8 Stanley ND 58784	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

**CONSENT FOR UTILITY COMPANY TO
CROSS A PUBLIC ROAD OR SECTION ROAD**

Plains Pipeline L. P. _____ of P. O. Box 4648, Houston, Texas 77210-4648
(Company) (Address)

hereinafter referred to as "utility company", having requested permission from Mountrail County, a political subdivision of the State of North Dakota, to cross an existing road or section line with a buried transmission facility designed to carry or conduct oil, gas, water, electricity, telephone, or any other substance or service whatsoever, and Mountrail County having considered the request does grant consent to cross the following described existing road or section line, upon the terms and conditions herein stated:

(Please include 911 Route #)

Route 85th Avenue NW in Section(s) 35,36, Township 156 N, Range 92 W

(Attach maps and construction plans)

At a minimum, acceptable plans will include method of crossing existing roads or section lines and size and material used for the buried facility.

Consent to cross such existing road or section line is granted on these terms and conditions:

1. Pay a fee \$150.00 per crossing to Mountrail County.
2. Utility company must pay for all damage to the existing road caused by its activities, including but not limited to slumping in of trenches and collapse of pipe.
3. Utility company is responsible for any and all claims of damage, personal injury, or bodily injury that might result from their activities in crossing any existing road or section line in Mountrail County. Furthermore, utility company agrees to indemnify and hold harmless Mountrail County for any and all claims of damage, either personal injury or property or any type of claim for damages of any nature whatsoever, whether valid or invalid, that is made against Mountrail County on account of the activities conducted by the utility company in crossing any existing road or section line.
4. When the utility company crosses an existing road or a section line, the utility company shall be responsible to pay for all costs of moving, relocating, or reconstructing the buried transmission facility should Mountrail County deem it necessary or advisable, in its sole discretion, to repair or reconstruct existing roads or to build new roads on section lines or off section lines as allowed by North Dakota law. Should the utility company fail to take necessary steps to relocate or reconstruct its buried transmission facility, the County may take steps to have the same accomplished, and the utility company agrees to reimburse the County for all expenses incurred by Mountrail County in moving, relocating or reconstructing the buried transmission facility so the existing roads may be repaired or reconstructed, or new roads may be built on the section line or off the section line as allowed by North Dakota law.

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 - (d) All parallel borings must be a minimum of thirty (30) feet from road centerline.
 - (e) Vent pipes must be outside existing right-of-way lines or 33 feet from road center, whichever is greater.
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 - (g) If vent pipes are not used within the (10) feet of both sides of right-of-way, the transmission facility must have markers on the right-of-way line or 33 foot line, whichever is greater, on both sides of the road.
 - (h) The Company's plan to bury a transmission facility filed with the County Auditor must show at a minimum, in plain view and cross sectional view, the location of the crossing from a section or quarter line; section, township and range the crossing is located in; the location of vent pipes, if any, in proximity to the crossing; and the angle of crossing.
 - (i) The Company's plan must be submitted to the County Auditor for review prior to consideration by the Board of Commissioners. Plans must be available for consideration by the Board at least two (2) weeks prior to the commencement of the project.
6. When permission is specifically granted by the Commission of Mountrail County for a crossing to be trenched or plowed, the trenching or plowing may be no more than eight (8) inches in width. The Company will apply surfacing materials and pack the site, returning it as close as possible to the original compaction. The Company will be responsible for all such crossings for a period of three (3) years, repairing during those three (3) years any damages to the road resulting from their activity. Any crossing which cannot be accomplished with this method must be bored.
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I, the undersigned, being an authorized agent of the utility company described in the above, do hereby agree on behalf of the utility company that all terms and conditions above will be complied with, and any assignment of this buried transmission facility described above shall include an assignment of this liability to comply with the terms and conditions as stated herein.

Dated this 7th day of May 2012.

Ted E. Hoza

Authorized Agent of Utility Company Ted Hoza Supervisor hand

713-993-5233
Telephone Number

County Auditor: Please return a copy of the signed permit to:

BJ Kadomas Inc., Attn: Corey
Company or Agent Name

PO Box 1282
Mailing Address

Dickinson, ND 58602
City, State & Zip Code

FOR COUNTY USE:

Received by Mountrail County Auditor this ____ day _____, 2011.

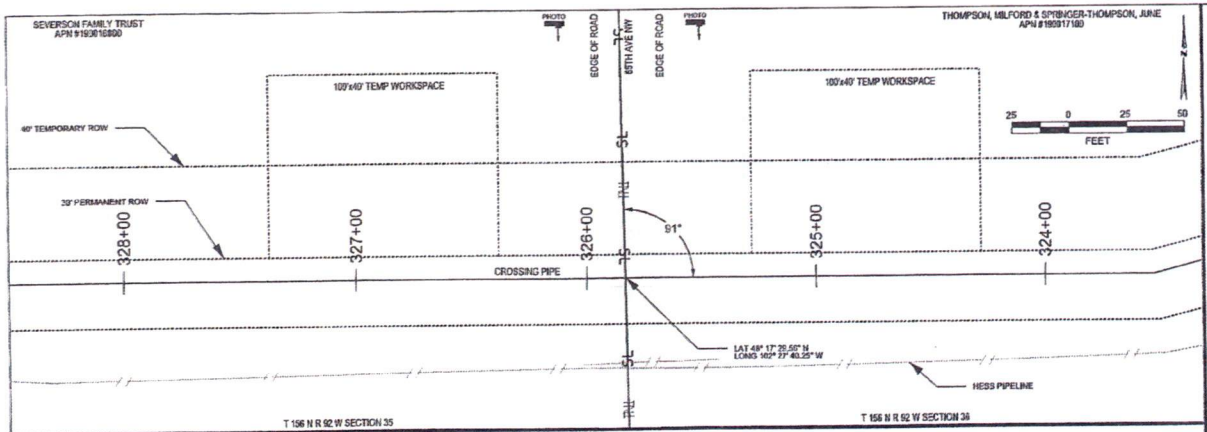
Signature, County Auditor

Reviewed by Mountrail County Road Engineer ____ day _____, 2011.

Signature, County Road Engineer

Permission granted by Mountrail County, a political subdivision of the State of North Dakota, for installation of the buried transmission facility proposed above under existing roads and section lines as stated above pursuant to the conditions and limitations stated this _____ day of _____ 20____.

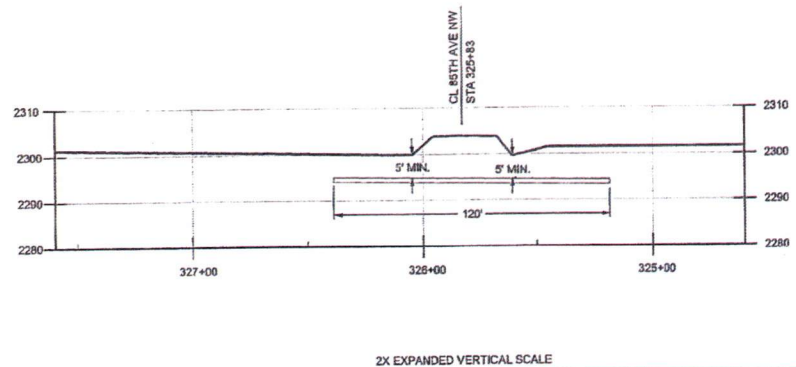
Chairman of the Board
Mountrail County Board of County Commissioners



LOOKING SOUTH ON EAST SIDE OF ROAD



LOOKING SOUTH ON WEST SIDE OF ROAD



2X EXPANDED VERTICAL SCALE

DESIGN AND CONSTRUCTION:

- DESIGNED IN ACCORDANCE WITH CFR 49 PART 195 & ASME B31.4
- CROSSING PIPE SPECIFICATION:
BORE LENGTH: 120'
10" x 3.344" W.L., API SL X-52
COATED WITH 14-18 MIL FBE WITH 40 MIL ARO
- SERVICE: CRUDE OIL (FLAMMABLE CLASS I LIQUID)
- MAX OPERATING PRESSURE: 1480 PSIG
- INTERNAL DESIGN PRESSURE 1480 PSIG (SEAM FACTOR 1.0, DESIGN FACTOR 0.72)
- HYDROTEST PRESSURE 1650 PSIG
- INSTALLATION METHOD: BORE
- CARRIER PIPE NOT ENGAGED
- PIPELINE WARNING MARKERS TO BE INSTALLED ON BOTH SIDES OF ROADWAY.
- MINIMUM PIPELINE COVER 5' IN ROAD ROW.

NOTES:

- ALL COORDINATES SHOWN ARE IN NORTH DAKOTA NORTH STATE PLANE, NAD83, US FEET. ALL MSL ELEVATIONS ARE HAVORS.
- STATIONING IS BASED ON HORIZONTAL DISTANCES.
- ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., ARE NOT RESPONSIBLE FOR LOCATION OF FOREIGN UTILITIES SHOWN IN PLOT PLAN OR PROFILE. THE INFORMATION SHOWN HEREON IS FURNISHED WITHOUT LIABILITY ON THE PART OF ROONEY ENGINEERING, INC. AND PLAINS ALL AMERICAN PIPELINE, L.P., FOR ANY DAMAGES RESULTING FROM ERRORS OR OMISSIONS THEREIN.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES.
- CONTACT ONE CALL NORTH DAKOTA AT 1-800-795-0556 OR 811 3 DAYS PRIOR TO DIGGING.

LEGEND

WELL	WELL POST	ANCHOR BOLT	TEST LOG
TRACT NUMBER	GROUND ANCHOR	CROSS PIPE	75% SLOPE
EQUIPMENT	WARNING SIGN	EDGE COATED PIPE	RECEIVER
STANDARD PIPELINE	BURIED CABLE	CROSSING PIPE	FRESHWATER LINE
POCKET	60' PARCEL	TOP OF PARALLEL	CRUISE
ANTENNA	SEWER LINE	SECTION LINE	UTILITY

PIPE SUMMARY

FROM	TO	LEN. FT.	TYPE	FROM	TO	LEN. FT.	TYPE	TYPE

PIPE SPECIFICATIONS

DESCRIPTION	LEN. FT.	SEC. NO.
BUILT FOR CONSTRUCTION		

REVISIONS

DESCRIPTION	DATE	BY	CHKD	DATE
BUILT FOR CONSTRUCTION	JUN 08			4-13-12

PREPARED BY

PLAINS ALL AMERICAN PIPELINE, L.P.

NELSON TO ROSS PROJECT
10" CRUDE OIL PIPELINE
FROM NELSON FACILITY TO ROSS TERMINAL
8TH AVE NW BORE

ROONEY ENGINEERING INC.
1801 E. JAMPANDE RD., AC-10
CENTRAL, CO 80112
(303) 792-5911

SCALE:	AS SHOWN	DATE:	6/24/11	PROJECT NO.:	15765-M-1014
DRAWN BY:	TL	CHECKED BY:	TL	REVISION:	0
CHECKED BY:	TL	DATE:	6/24/11		
ENGR.:	UP	DATE:	6/24/11		

ACORD™

CERTIFICATE OF LIABILITY INSURANCE 6/1/2012

DATE (MM/DD/YYYY)
5/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Aspen Insurance UK Limited		11680
INSURER B: National Union Fire Ins Co Pittsburgh PA		19445
INSURER C: New Hampshire Insurance Company		23841
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1317577 PLAINS ALL AMERICAN PIPELINE, L.P.
PLAINS MARKETING, L.P.
PLAINS PIPELINE, L.P.
333 CLAY STREET, SUITE 1600
HOUSTON TX 77002

COVERAGES PLAPL02 AP CERTIFICATE NUMBER: 11790214 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> S&A Included <input checked="" type="checkbox"/> \$1M SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	E111459	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> CA9948	Y	Y	CA 720-39-28	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1591426-AOS 1591427-CA 1591428-TX 1591430-WI / 9876344-FL	6/1/2011 6/1/2011 6/1/2011 6/1/2011	6/1/2012 6/1/2012 6/1/2012 6/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The crossings listed: 1. 61st Street; 2. 80th Avenue; 3. 82nd Avenue; 4. 83rd Avenue; 5. 84th Avenue; 6. 85th Avenue; 7. 86th Avenue; 8. 87th Avenue; 9. 88th Avenue; 10. 89th Avenue; 11. 90th Avenue; 12. 91st Avenue; 13. 93rd Avenue; 14. 93rd Avenue; 15. 93rd Avenue; 16. Old Hwy 2; 17. Old Hwy 8.

CERTIFICATE HOLDER

CANCELLATION

<p>11790214</p> <p>Mountrail County, ND 6160 Hwy 8 Stanley ND 58784</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>J. Kelly</i></p>

All Policies include a blanket automatic additional insured endorsement [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy. All Policies includes a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.