



VANTAGE WEST SPUR LATERAL PIPELINE
TABLE OF CONTENTS

Exhibit O	Public Official and Landowner Correspondence
Exhibit O.1	Survey Consent Form
Exhibit O.2	Letter for out of town landowners
Exhibit O.3	Easement Agreement Template
Exhibit O.4	Vantage Construction Questionnaire
Exhibit O.5	CRP Letter

VANTAGE WEST SPUR LATERAL PIPELINE PROJECT
 NORTH DAKOTA PSC APPLICATION
 Exhibit O.1 – Survey Consent Form
 Docket No. PU-15-XXX



TAX ID #		TRACT NO.:	
-----------------	--	-------------------	--

VANTAGE WEST SPUR PIPELINE SURVEY CONSENT FORM

The undersigned hereby grants to **Vantage Pipeline West Spur**, its agents, contractors, appraisers, sub-contractors and their employees, permission and license to enter the premises of the undersigned for the purpose of conducting a pipeline survey, including, but not limited to, civil, environmental, soil borings and cultural resource surveys as may be required by local, state and federal agencies for the construction of a pipeline, subject to the condition that compensation shall be paid for damage to property and/or crops caused by said survey activities.

Vantage Pipeline US will indemnify Owner, its heirs, successors, legal representatives, tenants and assigns from and against all claims, injuries, suits, damages, (including, but not limited to, crop loss, repairs, to irrigation systems, real and personal property damages) costs, losses and reasonable expenses resulting from or arising out of the survey activities by Vantage West Spur Pipeline, or its contractors.

Property Description

--	--

Owners Name	
--------------------	--

Address	
----------------	--

Telephone No.		Home		Mobile
		Office		Other

Owner's Signature _____

Tenants Name	
---------------------	--

Address	
----------------	--

Telephone No.		Home		Mobile
		Office		Other

Tenant's Signature _____

RESTRICTIONS:	
----------------------	--

AGENT COMMENTS:	
------------------------	--

Date of Approval:		By R/W Agent:	
--------------------------	--	----------------------	--



Vantage West Spur Pipeline Survey Consent Form – Pg.2

PROPERTY INFORMATION:

Verbal permission: _____ Written permission: _____

Land Use: _____

Livestock on the property: _____

Water Wells, Springs or Septic Systems on Property? ____ Yes ____ No

If yes, please mark the approximate location on the attached aerial drawing as needed.

Are there any water, oil and gas wells, batteries, compressors, tanks, in the area? ____ Yes ____ No

If yes, please mark the approximate location on the attached aerial drawing as needed.

Is the land in a conservation program such as CRP, etc.? ____ Yes ____ No

If yes, indicate what program, contract number and date the land would be released from the program.

Are there any known planned or permitted developments or buildings planned for the property? ____ Yes ____ No

If yes, please mark the approximate location on the attached aerial drawing.

Are there any buildings/residences that are occupied or may be occupied in the near future on the property?
____ Yes ____ No

If yes, please mark the approximate location on the attached aerial drawing.

Is there an existing fence? ____ Yes ____ NO

If so, describe and provide location: _____

Any locked gates? ____ Yes ____ No

If so, who to contact for key or combination: _____

Other conditions or any specific directive or restrictions: _____

Landowner Initials: _____ Date: _____

Right of Way Agent Signature _____ Date: _____



Example letter for out-of-town landowners:

Date

Name

Address

Dear Name,

A new 45 mile ethane 8-inch pipeline system is being proposed by Vantage Pipeline US LP (Vantage) an affiliate of Pembina Inc., a private company based in Calgary, Alberta. The pipeline is being planned to transport ethane produced at the ONEOK Gas Plant near Grenora in North Dakota. This new spur line will connect with our main pipeline in Divide County. The main pipeline connects the Tioga Gas Plant to Nova Chemicals in Canada.

Vantage is committed to communicating and working with you and all landowners affected by this project. Our company is conducting a series of surveys to identify and study our proposed routing across land you own or have an interest in. If you haven't already heard from us, a Vantage representative will soon contact you to request permission to perform the surveys on your property and to answer questions and explain the survey process.

During the site surveys, Vantage will evaluate the route for impacts to the surrounding land, soil, crops, livestock, fences and buildings. It also will determine the routing for the pipeline, taking into account the land contours and unique features specific to your lands. Some of the survey activities that will be performed may include:

- Wetlands – environmental scientists examine vegetation and soils in potentially wetland areas
- Cultural resources – archaeologists examine the proposed pipeline route to locate prehistoric and historic sites
- Rare species – biologists assess any presence of rare species in areas where agencies have indicated the potential for threatened or endangered species.

Vantage does not anticipate any damages to your land as a result of these surveys. But in the unlikely event our activities should damage your land, Vantage will be responsible.

Throughout the project, our company will work closely with landowners and the necessary federal, state and local authorities in siting, permitting and construction of the pipeline.

After the best route is established I will call you with more information regarding a pipeline easement on your property. We expect construction to take place after harvest in September or

VANTAGE WEST SPUR LATERAL PIPELINE PROJECT
NORTH DAKOTA PSC APPLICATION
Exhibit O.2 – Example Letter
Docket No. PU-15-XXX



October of this year.

Should you have any questions or want more information, please email us at kbandemer@vantageus.net or call us at 1-307-532-1648 or 307-532-1717.

Sincerely,

Russell Bandemer
Project Right of Way Manager
Representing Vantage Pipeline US LP



protection equipment and all other equipment used or useful in the operation of such pipeline, for the transportation of ethane and associated by-products on, under, across and upon the lands of Grantor described in Exhibit B, attached hereto and made a part hereof, (hereinafter the “Property”) together with the right to utilize, during original construction of the pipeline, appurtenances and equipment, additional lands denoted as “Temporary Work Space” and if applicable, “Additional Temporary Work Space” as are more particularly shown on the Exhibit A.

To have and to hold unto Grantee, its successors and assigns, together with the right of ingress to and egress from the Easement across the Property for the purpose of surveying, clearing brush and obstructions, constructing, laying, maintaining, operating, inspecting, repairing, replacing, protecting, altering, removing or abandoning in place the pipeline and appurtenances and equipment of Grantee located thereon, in whole or in part, at the will of Grantee; it being the intention of the parties hereto that Grantor may continue to use the surface of the Easement for agricultural, pasturage or other similar purposes which will not interfere with the use of the Easement by Grantee for any of the purposes granted herein; provided however, that Grantor shall not, without the prior written consent of Grantee, impound water, change the ground elevation or grade of the Easement, or excavate, construct, drill, install, erect or permit to be excavated, constructed, drilled, installed or erected on, over or under the Easement any pipe, pit, well, foundation, building, pavement or other structure, obstruction, installation or improvement, or do or permit to be done any mining, quarrying, land leveling or other work or activity of any like or similar nature on, in or under the Easement which would interfere with Grantee’s exercise of the rights hereby conveyed, including access to the Easement and the safe operation of the pipeline. By acceptance of any of the benefits hereunder, Grantee shall be deemed to have agreed to be bound by the covenants applicable to Grantee hereunder.

As further consideration for the payment made by Grantee hereunder, the following terms shall apply:

1. The Easement is more specifically identified as a strip of land thirty (30) feet in width for the purposes of laying, constructing, inspecting, maintaining, operating, repairing and removing one pipeline not to exceed 10 inches in nominal diameter, together with all fittings, cathodic protection equipment, pipeline markers and other equipment, devices and appurtenances reasonably incidental to the construction, operation, marking and maintenance of the pipeline. The location of the Easement is shown on Exhibit A.
2. Grantor and Grantee acknowledge that the actual location of the Easement area may change because of various engineering and construction factors. At Grantee’s expense, Grantee shall prepare and deliver to Grantor any additional documents needed to correct the legal description of the Easement to conform with the actual location of the pipeline. Grantee need not obtain Grantor’s permission to alter the location of the Easement or temporary work space so long as the change of location is no greater than fifty feet (50’) in any direction. In the event the Easement area must be moved more than fifty feet (50’) in any direction, Grantee shall obtain written approval from Grantor, which approval shall not be unreasonably withheld. Additional compensation shall be due only if the acreage encumbered increases. Following completion of construction, Grantee shall file in the land records of the county in which the Easement is located a revised Exhibit A with will replace the Exhibit A attached to this agreement and which will set



forth a survey plat of the location of the Easement area. Following such recording, Grantee shall provide Grantor a copy of this recorded Exhibit A.

3. Grantor agrees to cooperate and execute all required future documents, including but not limited to, a confirmation and re-grant of this Agreement if required for recording purposes to describe and locate the Easement for the “as built” pipeline, along with all professional land surveys, in a form acceptable to the parties for lawful recording of same.
4. In the event Grantee reasonably determines that it is necessary to use temporary work space adjacent to the Easement in order to exercise the rights granted hereunder subsequent to original construction of the pipeline, appurtenances and equipment, Grantor shall, upon receipt of reasonable consideration, provide Grantee such temporary work space.
5. During routine pipeline operations activities, if access to the Easement is not practical or feasible from adjacent segments of the Easement or directly from public roadways or railroad right-of-ways, Grantor agrees to designate a route, or alternate route(s), and Grantee agrees to use a designated route, when practicable, for access to and from the Easement. While the parties shall cooperate in good faith on such route, the failure to reach agreement shall in no way limit Grantee’s right of ingress and egress granted in this Agreement, and in the event of such failure Grantee shall select a reasonable route pursuant to such right.
6. Grantee will bury all line pipe to provide a minimum cover of forty-eight (48) inches, except in areas of rock in its natural formation or a continuous strata of gravel exceeding 200 feet in length where a minimum cover of twenty-four (24) inches will be provided.
7. Grantee will pay Grantor for any damages to Grantor’s growing crops, grasses, marketable trees, shrubbery, fences, buildings, livestock or other property of Grantor caused by the surveying, construction, laying, maintenance, operation, inspection, repair, replacement, protection, alteration or removal of Grantee’s pipeline, appurtenances and equipment. Notwithstanding the preceding sentence, Grantee shall, without liability for damages, have the right from time to time after initial construction of the pipeline, to clear and keep cleared all trees, brush, and undergrowth and remove buildings, structures, improvements or obstructions from the Easement that may, in Grantee’s judgment, interfere with Grantee’s use of the Easement granted herein.
8. Grantee shall make payment hereunder without responsibility for allocation of said payment among multiple Grantor(s), it being expressly understood and agreed that Grantee shall not be obliged to see to the application or disposition of the proceeds.
9. In the event Grantee abandons and removes the pipeline, appurtenances and equipment from the Easement, Grantee will restore, reclaim and remediate the Property affected by such removal, insofar as it is practicable to do so and in accordance with the then-applicable legislation, regulations and governmental directions.
10. Grantee shall indemnify and hold Grantor harmless from and against all claims, demands, actions or suits in law or in equity (including costs and expenses incident thereto) for or on account of injury, damage or loss to the person or property of others to the extent caused by Grantee while constructing, laying, maintaining, operating, inspecting, repairing, replacing, protecting, altering,



removing or abandoning in place a pipeline, and all appurtenances and equipment or that may be caused otherwise by Grantee in the exercise of the rights granted in this Agreement except to the extent that the claims, demands, actions or suits in law or in equity are caused by the negligence, intentional acts or willful misconduct of Grantor. Grantor shall not be liable for damage to Grantee’s pipeline caused by any of Grantor’s normal tillage operations on the Easement.

- 11. The rights of Grantee hereunder may be sold, assigned, or leased in whole or in part, by Grantee at any time.
- 12. Either party may enforce this Agreement by appropriate legal action and the prevailing party in such litigation shall recover its costs and reasonable attorneys’ fees in connection therewith. Grantor hereby agrees to notify Grantee of any alleged defaults by Grantee, to allow Grantee a reasonable time to correct the alleged default, and to attempt to resolve the defaults with Grantee prior to notifying any governmental body, regulatory agency or judicial body of said defaults.
- 13. If any provision of this Agreement is invalid under any applicable statute or is declared invalid by a court of competent jurisdiction, then it shall be deemed to be severed herefrom, provided however, that the remainder of this Agreement shall continue in full force and effect.
- 14. This Agreement incorporates and describes all of the grants, undertakings, conditions, agreements and considerations between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this Agreement.
- 15. This Agreement and the benefits and obligations herein contained shall run with the land and shall enure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together shall constitute one and the same Agreement.

Dated this _____ day of _____, 2015.

GRANTOR(S)

 LANDOWNER NAME
 LANDOWNER ADDRESS

 LANDOWNER NAME
 LANDOWNER ADDRESS

VANTAGE WEST SPUR LATERAL PIPELINE PROJECT
NORTH DAKOTA PSC APPLICATION
Exhibit O.3 – Easement Agreement Template
Docket No. PU-15-XXX



Notary Blocks will be inserted here.

VANTAGE WEST SPUR LATERAL PIPELINE PROJECT
NORTH DAKOTA PSC APPLICATION
Exhibit O.3 – Easement Agreement Template
Docket No. PU-15-XXX



EXHIBIT “A”

Property Sketch will be inserted here.



EXHIBIT “B”

LEGAL DESCRIPTION OF PROPERTY

Attached to and made a part of that certain Agreement dated the _____ day of _____, 2015.

Legal Description of Property:

Tract No.: WL-

That certain lot, tract or parcel of land situated in _____Section XX, Township XXXN, Range XXW, 5th P.M. in Williams County, North Dakota and more particularly described in a _____dated XXXXXXXX X, XXXX, from _____, to _____, recorded in Document No. XXXXXXXXX of the Records, in the Office of the County Recorder of Williams County, North Dakota, less and except any conveyances heretofore made.



Date: _____

Vantage Pipeline West Spur Lateral Information Required for the Construction Line List	
Landowner Name: <i>Floyd & Deborah Miller</i>	Tract No: <i>W:-1-21-21, WL-4-18-11</i>
<p> Utility</p> <p>Are there any utilities crossed by the construction right-of-way (ROW)? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unsure</p> <p>Describe the type of utilities crossed (e.g., water line, sewer line, power line, other oil or gas pipeline, fiber optic cable) if known:</p> <p>Are there any planned oil/gas facilities?</p> <p> Mark approximate utility location(s) on the attached photo alignment sheet.</p>	
<p> Ground Water Information</p> <p>Are there water wells within 100 feet of the construction work area? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Describe use of well: <input type="checkbox"/> livestock; <input type="checkbox"/> irrigation; <input type="checkbox"/> domestic; <input type="checkbox"/> other (specify)</p> <p>Will the landowner allow the use of irrigation well for construction? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p> Mark well/spring/seep location(s) on the attached photo alignment sheet.</p>	
<p> Surface Water Information</p> <p></p> <p>Are there ponds or reservoirs within 100 feet of the construction work area? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Describe use of pond/reservoir: <input type="checkbox"/> livestock; <input type="checkbox"/> irrigation; <input type="checkbox"/> domestic; <input type="checkbox"/> other (specify)</p> <p>Are there rivers or streams within 100 feet of the work area? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>Does the landowner agree to allow discharges of water into surface water locations on the property? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p> Mark surface water location(s) on the attached photo alignment sheet.</p>	
<p> Wildlife</p> <p></p> <p>Have you observed wildlife within the vicinity of the proposed ROW? Check all that apply: <input type="checkbox"/> eagle nest; <input type="checkbox"/> hawk nest; <input type="checkbox"/> falcon nest; <input type="checkbox"/> owl nest; <input type="checkbox"/> prairie dog town; <input type="checkbox"/> small game (grouse, waterfowl, etc.); <input type="checkbox"/> fox dens, <input type="checkbox"/> bats <input type="checkbox"/> whooping crane; <input type="checkbox"/> other (specify):</p> <p>Additional details:</p> <p> Identify location(s) of observed wildlife features/habitat on the attached photo alignment sheet.</p>	



**Vantage Pipeline West Spur Lateral
Information Required for the Construction Line List**

Septic System Information



Is there a septic field/tank within 150 feet of the construction work area? ___ yes ___ no

If yes, describe type, depth, and location of field or tank:

Mark septic field/tank location(s) on the attached photo alignment sheet.

Flooding



Does the property flood? _____ yes _____ no

Does the area near the ROW flood? _____ yes _____ no

Is the flooding seasonal or only during major rainfall events?
_____ seasonal _____ during major rainfall

Specify the time it takes for the flooding to subside:

Mark location(s) where flooding occurs near the ROW on the attached alignment sheet.



Construction Notification



Name of person to contact: _____

Contact Phone: _____ Phone 2: _____

Contact Address:

Notice required before construction begins on the landowner's property: _____ days.

Other contacts: (e.g., tenant, lawyer, etc.):



**Vantage Pipeline West Spur Lateral
Information Required for the Construction Line List**

Availability of Access Roads



Are access roads on the property available for use during pre-construction surveys as well as during construction? _____ yes _____ no

Oil/Gas road maintenance contract?

Company Name:

Mark available access road location(s) on the attached photo alignment sheet.

Rock Removal and Disposal



Does the landowner agree to allow surface disposal of excess rock on or adjacent to the ROW? _____ yes _____ no

Does the landowner agree to allow burial of excess rock on the ROW? _____ yes _____ no

Mark disposal area location(s) on the attached photo alignment sheet.

(Note: All disposal areas require Vantage Pipeline's approval prior to construction.)

Other Concerns or Issues



Conservation and CRP Easements:

Fencing:
Type:

Gate Combinations:

Seeding Mixtures-Rates:

Hunting:

Other:

Land Owner Initials: _____

Date: _____

Right of Way Agent Signature: _____

Date: _____

VANTAGE WEST SPUR LATERAL PIPELINE PROJECT
NORTH DAKOTA PSC APPLICATION
Exhibit O.5 – CRP Letter
Docket No. PU-15-XXX



Date: _____

TO: Division/Divide County FSA Office
106 S. Main St.
Crosby, ND 58730
701-965-6001

My property contains lands that are in the Conservation Reserve Program (CRP Lands). Vantage Pipeline (Vantage) has contacted me to obtain an easement across my CRP Lands to construct the Vantage West Spur Lateral Pipeline Project (Project), an ethane pipeline. The easement will provide Vantage a perpetual and exclusive right to survey, construct, lay, maintain, operate, inspect, repair, replace, protect, alter, remove or abandon in place a pipeline, and all appurtenances and equipment.

The Project will result in temporary impacts to a construction corridor that is 70 feet in width during installation of the pipeline. After construction, the corridor will be restored to its previous condition, and replanted using the grass/legume seed mixture provided by the FSA/Natural Resources Conservation Service (NRCS) listed below:

- Intermediate wheatgrass at 50% or 4.3 PLS/acre
- Slender wheatgrass at 20% or 1.0 PLS/acre
- Alfalfa at 20% or 1.1 PLS/acre
- Sweet Clover at 10% or 0.3 PLS/acre

I specifically request that the North Dakota FSA release geospatial records regarding the CRP Lands on my property to Vantage. As the CRP participant, I will be responsible for ensuring the restoration of my CRP Lands affected by the Project using the seed mixture provided by the FSA/NRCS.

Contract Number: _____

Farm Number: _____

Tract Number: _____

Owner Name: _____

Owner Address: _____

Owner Signature: _____

Date: _____