



December 8, 2015

Rush River  
Water Resource  
District

Raymond Wolfer  
Manager  
Argusville, North Dakota

William A. Hejl  
Manager  
Amenia, North Dakota

Dick Sundberg  
Manager  
Harwood, North Dakota

Carin Hoch  
Vice President  
NuStar Pipeline Operating Partnership L.P.  
19003 IH-10 West  
San Antonio, TX 78257

Dear Carin:

RE: *Utility Permit* for NuStar Pipeline Operating Partnership L.P. to install an 8" petroleum products pipeline under the Rush River in Section 15 of Raymond Township

Enclosed please find a copy of the above referenced permit, which has been approved by the Rush River Water Resource District, subject to the following conditions:

1. There shall be no excavation within the channel, on the berms, or within 25 feet of the outside berm toe.
2. The utility shall be installed by boring, using a continuous welded joint carrier pipe designed to withstand at least 125% of the anticipated design condition.
3. The utility shall cross the channel at a 90 degree angle.
4. The carrier pipe shall be bored horizontally below the drain at a constant elevation for a distance of 25 feet beyond each side of the outside channel berm toe.
5. The top of the carrier pipe shall be a minimum of 5 feet below the current design invert of the channel bottom.
6. The utility shall not be installed below any existing structures, bridges, or culverts.

If you have any questions, please feel free to contact us.

Thank you.

Sincerely,

RUSH RIVER WATER RESOURCE DISTRICT

Carol Harbeke Lewis  
Secretary-Treasurer

Enclosure

Carol Harbeke Lewis  
Secretary-Treasurer

1201 Main Avenue West  
West Fargo, ND 58078-1301

701-298-2381  
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[wrđ@casscountynd.gov](mailto:wrđ@casscountynd.gov)  
[www.casscountynd.gov](http://www.casscountynd.gov)

RUSH RIVER WATER RESOURCE DISTRICT  
UTILITY PERMIT

NuStar Pipeline Operating Partnership L.P., a Limited Partnership, Delaware with a post office address of 19003 IH-10 West, San Antonio, Texas 78257 ("Applicant"), applies for this Permit to install an 8" petroleum products pipeline and related appurtenances under Cass County Drain No. 2 - Lower Rush River (the "Drain") on right of way or facilities owned by the Rush River Water Resource District (the "District"), as shown on the plans attached as **Exhibit A** ("Applicant's Utilities").

Applicant may install Applicant's Utilities under the river as specifically shown on **Exhibit A**. Installation, operation, and maintenance of Applicant's Utilities on the District's right of way will conform to the following provisions:

1. Applicant will complete construction and maintenance at Applicant's sole expense.
2. Applicant will place Applicant's Utilities at the designated depth below the original design grade as set forth in the plans attached as **Exhibit A**.
3. Within 30 days after construction, maintenance, relocation, or removal of Applicant's Utilities, Applicant will remove any right of way scars; Applicant will restore any disturbed areas to original condition; and Applicant will re-seed the vicinity disturbed by Applicant's activities. Applicant will maintain any disturbed areas for a period of one year from the date of completion.
4. Applicant will install marker posts at all Drain crossings on the right of way line, or at any other point as designated by the District.
5. Applicant will complete installation, maintenance, relocation, and/or removal of Applicant's Utilities on the District's right of way in a manner satisfactory to the District.
6. The District will not be liable for any damages to the Applicant's Utilities resulting from reconstruction or maintenance of the Drain or any of the District's facilities or right of way. To the extent permitted by law and to the extent caused by negligence of Applicant. Applicant will release, defend, indemnify, and hold harmless the District, and all of the District's employees, officers, agents, and representatives, from and against any and all claims, demands, causes of action, or demands for relief, including costs, expenses,

and attorney's fees, that may arise out of or result from any acts or omissions regarding this Permit or Applicant's installation or maintenance of Applicant's Utilities, or any accident, injury, or damage to person, property, or equipment as a result of Applicant's entry upon or use of the District's right of way or property.

7. Applicant, at Applicant's own cost, will repair or replace the District's structure, facilities, right of ways, or any other property owned by the District which may be damaged as a result of Applicant's installation and maintenance of Applicant's Utilities on the District's right of way, or otherwise as a result of Applicant's entry upon on or use of the District's right of way.
8. Applicant will promptly relocate Applicant's Utilities from the District's right of way, or will adjust Applicant's Utilities, all at Applicant's sole cost and expense upon notice from the District, as necessary for the purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, or improving the Drain.
9. Applicant will be solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations of any other federal, state, county or local governments or governmental entities which may be applicable regarding Applicant's Utilities or Applicant's activities. Further, Applicant will be solely responsible for obtaining all applicable licenses, permits, or other approvals necessary, if any, regarding Applicant's Utilities or Applicant's activities under this Permit.
10. Applicant will be solely responsible for all costs and expenses associated with complying with Applicant's obligations under this Permit.
11. Applicant will not transfer or assign this Permit, nor any of Applicant's rights or obligations under this Permit, without the express written consent of the District.
12. Upon Applicant's completion of installation of Applicant's Utilities, Applicant will notify the District and the District, in its discretion, may require an inspection of Applicant's Utilities to ensure compliance with this Permit. Applicant will be responsible for the District's costs associated with the inspection; following an inspection, the District will provide Applicant with notice of costs incurred and Applicant will reimburse the District within 60 days.
13. If Applicant fails to perform any of Applicant's obligations under this Permit within a reasonable time following request or demand from the District, the District may perform Applicant's obligations and may recover its costs incurred by assessing the costs against any property owned by Applicant in

Cass County, North Dakota, including any attorneys' fees incurred in attempting to collect the amounts due, or by other legal means of collection.

14. The failure or delay of the District to insist on the timely performance of any of the terms of this Permit, or the waiver of any particular breach of any of the terms of this Permit, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred. Upon the occurrence of any default by Applicant, the District may, immediately and without the need for any prior notice, enforce the provisions of this Permit and may take any and all other actions necessary, in law or in equity, to collect all amounts due under this Permit or to enforce any of Applicant's other obligations under this Permit. The remedies provided for in this Permit are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. Applicant will be responsible for all of the District's costs and expenses, including reasonable attorneys' fees, incurred in enforcing, collecting, or attempting to collect under this Permit, or incurred in litigating the terms or validity of this Permit.

15. Special Conditions:

See attached.

Applicant agrees to the above terms and conditions. This application will become effective as a Permit upon execution by both Applicant and the District.

APPLICANT:

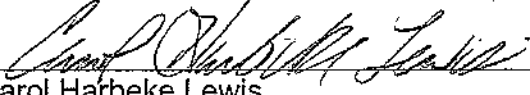
NuStar Pipeline Operating Partnership L.P.  
By and through its general partner,  
NuStar Pipeline Company, LLC

By: Carin Hoch

Its: Vice - President



RUSH RIVER WATER  
RESOURCE DISTRICT

  
Carol Harbeke Lewis  
Secretary-Treasurer

Date Approved: 11-17-15

**EXHIBIT A**  
**Applicant's Plans**





**CONDITIONS TO UTILITY PERMIT FOR  
NUSTAR PIPELINE OPERATING L.P.  
UNDER THE RUSH RIVER IN SECTION 15 OF RAYMOND TOWNSHIP  
NOVEMBER 17, 2015**

1. There shall be no excavation within the channel, on the berms, or within 25 feet of the outside berm toe.
2. The utility shall be installed by boring, using a continuous welded joint carrier pipe designed to withstand at least 125% of the anticipated design condition.
3. The utility shall cross the channel at a 90 degree angle.
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